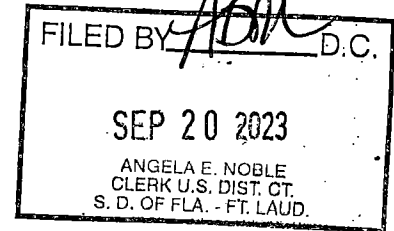


UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT COURT OF FLORIDA



MAURICE SYMONETTE PLAINTIFF

VS.

CASE NO: [REDACTED]

23-cv-61804-AHS

CAUSES OF ACTION:

US BANK, NATIONAL ASSOCIATION, AS TRUSTEE
FOR RASC 2005 AHLL3, J.P. MORGAN CHASE BANK,
N.A., DEUTSCHE BANK NATIONAL TRUST COMPANY
AS TRUSTEE UNDER THE POOLING AND SERVICING
AGREEMENT SERIES RAST 2006-A8 (CSFB) ("DB-A8")
AND DEUTSCHE BANK NATIONAL TRUST COMPANY,
AS TRUSTEE OF THE RESIDENTIAL ASSET
SECURITIZATION TRUST 2006-A8 MORTGAGE
PASSTHROUGH SERVICING AGREEMENT ("DB-H")
, HSBC BANK USA, NATIONAL ASSOCIATION, AS
TRUSTEE FOR THE CERTIFICATEHOLDERS OF
NOMURA HOME EQUITY LOAN, HOME EQUITY
LOAN, HOME EQUITY LOAN TRUST, SERIES 2007-1,
LANCASTER MORTGAGE BANKERS LLC,
HOMECOMINGS FINANCIAL LLC. JUDGE
CARLOS LOPEZ, JUDGE ALAN FINE, JUDGE
MONICA GORDO, JUDGE THOMAS REBULL,
JUDGE VALERIE MANNO SCHURR, JUDGE
JOHN SCHLESINGER, JUDGE DE LAO,
JUDGE VERONICA DIAZ, JUDGE SAMANTHA
COHEN, JUDGE VIVIANNE DEL RIO, JUDGE
BARBARA ARECES, APPELLATE JUDGE BROWN WYN
C. MILLER, APPELLATE JUDGE KEVIN
MICHAEL EMAS, APPELLATE JUDGE EDWIN
SCALES, BANKRUPTCY JUDGE LAUREL
ISICOFF, BANKRUPTCY JUDGE MINDY MORA,
FEDERAL JUDGE MARCIA COOKE, COUNTY
OF DADE COUNTY, (RECORDS, DEPT, CLERK DEPT.,
CODE ENFORCEMENT, POLICE DEPT., SHERIFFS DEPT).
COMMISSIONER RENE GARCIA, NORTH MIAMI, CITY
MANAGER LARRY SPRING, ATTY. FIRM BROCK & SCOTT,
ATTY. FIRM BLANKROME,

DEFENDANTS,

1. RICO CONSPIRACY
2. JUDGES AND OFFICIALS
CONFLICTS OF INTEREST
3. VIOLATION OF FL. STAT. 823.11
AND 705.101
4. BANKRUPTCY VIOLATION.
5. VIOLATION OF THE 14TH
AMENDMENT
6. TURNING OFF ELECTRICAL POWER
TO DISABLED PERSON.
7. CONSPIRING LAWYERS NEVER
BROUGHT IN NOTE
8. VIOLATION OF FL. STAT. 45.031-(8)
PROPERTY SOLD SO LOW IT
SHOCKS THE CONSCIENCE
9. VIOLATION OF FD CPA, 15 U.S.C.
§1692a(3)(5). AND FCCPA FL. STAT.
§559.55
10. VIOLATION OF RESPA 12 U.S.C
2605 (QWR) TILA LAWS
11. ILLEGAL CONSUME COLLECTION
15 U.S.C. §1692a(3), 15 U.S.C.
§1692a(5) AND FL. STAT §559.55

property 15020 South R. Dr. Miami Fl. 33167. U.S BANK VS MACK WELLS

.2010-61928-CA01 DADE COUNTY FL.

A handwritten signature in black ink, appearing to read "Maurice Symonette", written over a horizontal line.

MAURICE SYMONETTE
300 NE 29th St. Apt. B
Pompano Beach Fl. 33054

12. FLORIDA DECEPTIVE AND UNFAIR
TRADE PRACTICE ACT AS TO SOME OF
THE DEFENDANTS IN VIOLATION OF
FL. STAT. §501.20491 (2005). 60 AND
FL. STAT. §501.201
13. SLANDER OF TITLE IN VIOLATION OF FL. STAT
65.011, 65.021, 65.031, 65.061.
14. NO CONTRACT IN VIOLATION OF FL.
STAT. 697.10
15. VIOLATION OF TIMELY ASSIGNMENT
16. MONEY MUST BE GIVEN TO ASSIGN A
NOTE. FL. STAT. 701.02(1)(2)
17. KEEPING NOTE ACTIVE FOR FAKE
FORECLOSURE AFTER NOTE IS SOLD
ON THE MARKET AND DESTROYED!
AS GOVERNED BY THE SEC AND THE
US DEPT. OF THE TREASURY IN
VIOLATION OF GAAP FASB FAS 140 AND
FEDERAL 2 CFR SECTION 200.49
18. WRONGFUL FORECLOSURE DUE TO
UNSIGNED MORTGAGE NOTE IN VIN
VIOLATION OF FL. STAT. 695.14
19. FLORIDA DECEPTIVE AND UNFAIR
TRADE PRACTICE ACT VIOLATIONS
OF FL. STAT. §501.20491 (2005). 60, FL.
STAT. §501.201, FL. STAT. §501.202(1)
AND FL. STAT. 501.203(7)
20. DAMAGES AND DECLARATORY RELIEF
PURSUANT TO FANNIE MAE, DEUTSCHE
BANK AND US BANK, THE LPS ENTITIES
AND SF. IN VIOLATION OF FEDERAL
CODE 18 U.S.C. 1962 AND 18 U.S.C. 1964,
18 U.S.C. 1961 (B) SECTION 201, AS TO
BRIBING JUDGES.
21. DAMAGES AND DECLARATORY RELIEF
PURSUANT TO 18 U.S.C. 1961 18 U.S.C.
1962 AND 18 U.S.C. 1964 AS TO FANNIE
MAE, US BANK, DEUTSCHE BANK LPS
ENTITIES, THE JUDGES, CLERKS AND
LAWYERS.

QUIET TITLE CONSTRUCTIVE FRAUD WITH NO NEED TO PROVE INTENT (AXIOMATIC) RICO CONSPIRACY AND VIOLATIONS FEDERAL AND STATE LAWS AND RULES TO TAKE PROPERTY BECAUSE THE BANKS PAID THEM FOR IT AND COMPLAINT FOR FL.RULE 9.130 TO ADD CLAIM FOR PUNITIVE DAMAGES

PARTIES AND JURISDICTION

Plaintiff Maurice Symonette whose address is 300 NE 29th St. Apt. B Pompano Beach Fl. 33054 is now and at all times relevant to this action and a resident of Dade County and a holder of title to this said property. Plaintiff Whose address is 300 NE 29th St. Apt. B Pompano Beach Fl. 33054 is now, at and at all times relevant to this action, a resident of the County of DADE, State of Florida. And a holder of the Title to this said property Plaintiff Maurice Symonette is now and at all times relevant to this action and a resident of Dade County and holder of title to this said property. Maurice Symonette is informed and believes, and there on alleged that, Defendant Lancaster Mortgage Bank LLC Defendant, who may have interest in the subject Property. Lancaster Mortgage Bank LLC, is a corporation, doing business in the County of Dade, State of Florida and is purported Sponsor for Securitized Trust and/or purported participant in the imperfect securitization of Note and/or the Deed of Trust as more particularly Described in this Complaint. Whose address is 1794 Oregon PIKE LANCASTER P.A. 17601. DEUTSCHE BANK NATIONAL TRUST COMPANY AS TRUSTEE, UNDER THE POOLING AND SERVICING AGREEMENT SERIES RAST 2006-A8 (CSFB) who in this Complaint will be referred to as (DBNT), who claims to own the subject Property

as C/O OCWEN: Vault Dept. whose address is 1761 East saint Andrews Place Santa Ana California 92705 The U.S. TREASURY/IRS whose address is 1500 Pennsylvania Ave., N.W. Washington, D.C. 20220. The UNITED STATES Treasury may have interest in this because the note was sold in RIMIC which by law had to destroy the Note to turn it into a Bond or a stock because the Note cannot exist at the same time as the Bond, because that would be called double-dipping and because the Note was destroyed The U.S. Internal Revenue (U.S. Treasury) gave Deutsche Bank National Trust Company As Trustee, Under The Pooling And Servicing Agreement Series Rast 2006-A8 (CSFB) a Tax Wright off from the U.S. Treasury as a loss which gives The U.S. Treasury interest in the property if found to be Fraudulent, so therefore the title must be Quieted concerning The U.S. Treasury. Quite Title is the reason that I am suing the SEC who in REMIC Facilitated the sale of the BOND on the Market which made it possible for the US dept. of Treasury/IRS in this Complaint. SECURITY AND EXCHANGE COMMISSION whose address is 801 Brickell AVE. #1800 Miami Fl. 33131. ATTORNEYS TITLE INSURANCE FUND is a business 6545 Corporate Centre Blvd Ste 200, Orlando, Fl. 32822. Dade County Clerk of Courts Located at 73 W. Flagler Street Miami, Florida 33130. Dade County Records Department Located at Courthouse East 22 NW 1st Street, 2nd Floor. DADE COUNTY EVICTION SHERIFFS Located at 9105 NW 25th St. Doral, FL. 33172. North Miami Police Department Located at 776 NE 125th St. North Miami Fl. 33161. The city of North Miami located at 776 NE 125th St. North Miami Fl. 33161. NORTH MIAMI CITY MANAGER LARRY SPRINGER is located at Miami River Side Center (MRC) 444 SW 2nd Ave Miami, FL, 33130. BlankRome Atty's LLP located at 500 E Broward Blvd #2100, Ft. Lauderdale, FL. 33394 DANIEL HURTES LOCATED AT Broward Financial Centre 500 East Broward Boulevard Ft. Lauderdale. FL 33394, Brock & Scott, PLLC Atty.

For Plaintiff 2001 NW 64th, Suite 130 Ft. Lauderdale, FL 33309 SOUTHERN DISTRICT JUDGE MARCIA COOKE located at Wilkie D. Ferguson, Jr. United States Courthouse 400 North Miami Avenue, DADE JUDGE MINDY MORA is located at United States Bankruptcy Court 1515 N. Flagler Drive Court room A, room 801 West Palm Beach Fl. 33401. Bankruptcy Judge Laurel Isicoff is located at C. Clyde Atkins United States Courthouse 301 N. Miami Avenue COUNTY JUDGE ALLEN FINE located at 73 West Flagler St, Miami. FL 33130 Dade County Judge RODOLFO RUIZ, JUDGE MONICA GORDO located at 123 NW 1st Ave, Miami FL. 33128. Judge CARLOS LOPEZ is located at 73 West Flagler St. Miami, Fl 33130 1. Defendant, Axiom Financial SERVICES, doing business in the County of Dade, State of FLORIDA Plaintiff is further informed and believes, and thereon alleges, that Axiom Financial SERVICES is the Originator of the loan Filing # 142386698 E-Filed 01/21/2022 09:30:09 AM Defendant, RESIDENTIAL FUNDING CO. LLC, (herein after known as RFC. LLC"), Plaintiff is informed and believe, and thereon allege that, Defendant is doing business in the County of DADE, State of FLORIDA and is the purported Master Servicer for Securitized Trust and/or a purported participant in the imperfect securitization of the Note and/or the Deed of Trust as more particularly described in this Complaint. US Bank National Association as Trustee for RASC 2005 AHL3, HERE IN AFTER KNOWN AS US BANK Trust"). Plaintiff is informed and believe, and thereon allege that. Defendant US Bank National Association as Trustee for RASC 2005 AHL3, doing business in the County of DADE, State of FLORIDA and is the purported TRUSTEE for Securitized Trust and/or a purported participant in the imperfect securitization of Note and/or the Deed of Trust as more particularly described in this Complaint 5. Defendant, AXIOM BANK. Plaintiff is informed and believe, and thereon allege that, Defendant is a Corporation, doing business in the County of DADE, State of

FLORIDA and is the purported Sponsor for Securitized Trust and/or a purported participant in the imperfect securitization of the Note and/or the Deed of Trust as more Particularly described in this Complaint. 6. Mortgage Electronic Registration Systems, INC., aka MERS ("MERS"), Plaintiff is informed and believe, and thereon allege, that MERS is a corporation duly organized and existing under the laws of DADE, whose last known address is 1818 Library street, suite 300m, Reston, Virginia 20190; website: <http://www.mersinc.org>. MERS is doing business in the County of DADE, State of Florida. Plaintiff is further informed and believe, and there on allege, that Defendant MERS is the purported Beneficiary under the Deed or Trust and/or is a purported participant in the imperfect securitization of the Note and/or the Deed of Trust, as more particularly described in this Quiet Title Complaint.

CLAIM FOR RELIEF

CLAIM FOR RELIEF for this Complaint brings this action against, US BANK NA (GMAC), for trying to sell Plaintiffs property At a Foreclosure sale to and seeking to evict us at a hearing Oct. 14 2015 until now to Deprive Plaintiff of his Residence without any lawful claim to the Property and for using RACISM and DISCRIMINATION by US Bank lying to the Police saying we are not allowed in the house and evicted us out of the house without a Court Order, before it was foreclosed on and while we were in Bankruptcy because we are BLACK, and Foreclosing without and Interest in the Note with Fake documents doing Fraud on us the Bank and Federal Government (SEC) CLAIM FOR RELIEF for Lancaster Bank Plaintiffs Brings this action against LANCASTER BANK and DEUTSCHE BANK NATIONAL TRUST COMPANY AS

TRUSTEE, UNDER THE POOLING AND SERVICING AGREEMENT SERIES RAST 2006-A8 (CSFB). And has sold Plaintiff's property at a Foreclosure sale to Deprive plaintiff of his Residence without any lawful claim to the Property because the closing for their Mortgage Note was never signed nor did any Warranty Deed, Mortgage or Note at all get signed with Plaintiffs or Defendants. Because Leroy Williams and Defendants didn't do the closing with LANCASTER BANK who falsely used an unsigned Promissory Note and Mortgage to Assign to DEUTSCHE BANK NATIONAL TRUST COMPANY AS TRUSTEE, UNDER THE POOLING AND SERVICING AGREEMENT SERIES RAST 2006-A8 (CSFB) from now seen as DEUTSCHE BANK NATIONAL TRUST so therefore this is fraud and thievery of a homes using money conflicted Judges like the 131 fed. Judges found guilty, Exh. 1. the FBI calls Home Title theft as seen on T.V. (hometitleblock.com) which has now been handed over to the FBI therefore were asking for the quiet Title and money as relief.

INTRODUCTION JURISDICTION AND VENUE

The transactions and events which the subject matter of this Complaint all occurred within the County of DADE, State of Florida. In the United States. The property is located within the County of Dade, State of Florida with the address of 1977 NE 119th RD MIAMI FL. 33181 and 15020 s. River Dr. Miami Fl. 33167. Plaintiff lives in the State of Florida and the Defendants/Respondents are citizens of States in Oregon, CA, DC, New York and Florida. Petitioners seek to quiet title to Petitioners Property. The amount in controversy exceeds \$75,000.00.

JURY TRIAL DEMAND

PLAINTIFF Requests a jury trial on all issues.

BACKGROUND FACTS

Overall US BANK, DEUTSCHE BANK, AND J.P. MORGAN all put in documents with incorrect Verifications such as the Assignments that don't have witnesses, no Notary Stamp, no Commission number, no Printed names under the Signature, the wrong Bank on Documents, no Notary, no Seal, no Preparer and they filed the Complaints before the Foreclosure Complaint date was filed in Violation of Mclean V. JP Morgan which says you can't file a Complaint before you own the Mortgage and Note which can't be fixed in ab initio (means you can't start over from the beginning and is void) and they have Mortgages that don't have the same things no stamp, no seal, no Commission number and Allonge signed by a person with the wrong qualifications like an Assistant Secretary this is illegal according to Fl. Stat. 692.01 which says only a President, Vice President, or Executive Officer can sign an Allonge and Fl. Stat. 692.101 (3) (4) says that a Secretary can't sign an Allonge on Assignment all of these Illegal Filings are fraudulent, and foreclosing on the Note by Operation of Law without the Ownership of Note on record at all such which JP Morgan did in Violation of fl. Stat. () and FDIC Rules which says the FDIC must assign the Note to the Bank in Order for them to Sale, Assign or Foreclose because only the FDIC can own a Note by Operation of Law. While the Clerks help hide the documents by Destroying Dockets and allowing unsigned fraudulent and blacked out Signatures onto documents onto the Record. And after these Motions for Recusal from these Money Conflicted of Interest Judges those who would Recuse

themselves would not mention the fact that all of their Judgements are Void and Reverted back to the Original Fl. Rule 2.160 (H) (I) (J) found on Supremecourt.flcourts.gov and the Judges who didn't answer the Motion to Recuse by 30 days are considered Recused and all their Motions Void and Reverted back to the Original according to Fl. Rule 2.160 (H) (I) (J) but these RICO Racketeering Conspiring Judges All of these actions make these fraudulent Cases void giving the fraudulent Banks no standing. But with the help of the RICO Conspiring paid off Appellate Judges, Circuit Court Judges, Bankruptcy Judges, Clerks of the Courts, Police, Eviction Sheriff's Department, Conflict of Interest Commissioners and Code Enforcement Officers all side with the Banks because they're paid off by the Banks so that no matter how crooked or Illegal they are found to be they hold themselves not guilty, Zech. 11:5 and Just take your Property because the banks are paying them off which is very horrible Conflicts of Interest. Like the 131 Federal Judges who just got found guilty of Conflict of Interest which effected 685 Cases and were punished these judges are being Punished with Jail time and Sanctions the most money they made is one hundred thousand dollars and yet these Circuit Judges like Judge Schlesinger made twenty eight Million dollars from US Bank two years in a row and Judge Valerie Manno Schurr made Eleven Million dollars while ruling in favor of US Bank Judge's Allen Fine, Monica Gordo, John Schlesinger, Vivianne Del Rio and Samantha Cohen and De La O didn't answer our Motion to Recuse themselves within 30 days after it was filed making their Orders Void and all the other Judges Orders after theirs Void Fl. Rule 2.160 (H) (J). And Judge Veronica Diaz had a very horrible money Conflict,

of Interest and she refused to Recuse herself in Violation of Fl. Code of Judicial Conduct, Canon 3E(1) and Fl. Stat. 112,312

(8) Lawyers have been taking turns stealing peoples properties which is RICO Conspiracy and are creating fraudulent documents these Banks thereof based on one or more of the grounds mentioned in subsection or if a default is entered against defendants (in which case no evidence need be taken), the court shall enter judgment removing the alleged cloud from the title to the land and forever quieting the title in Plaintiffs and those claiming under him or her since the commencement of these actions and adjudging plaintiff to have a good fee simple title to said land or the interest thereby cleared of cloud

FACTUAL ALLEGATIONS

on or about JUNE 30, 2005 concerning US Bank National, (hereinafter referred to as "Closing Dates") Plaintiff entered a credit transaction with by obtaining a \$448,000.00 Mortgage loan secured by Plaintiffs principal residence, (Subject Property). This Note was secured by a First Trust Deed on the Property in favor of Axiom Financial SERVICES. In which we were making the all the payments on time then one day while checking on another house in a downtown Courthouse inadvertently we find out that our home at 15020 S. River Dr. is in Foreclosure even though we were making the payments so on June 6th 2007 we did a written request formal protest and dispute of that debt Mysterious threat from an unknown Bank that was Foreclosing on our Property in whom we did not sign our Mortgage or Note with we were never served and was trying to get a hearing with no response until we suddenly find out that they were getting ready to sell our property without even allowing us to respond or defend ourselves therefore 9/12/2007 we did an Emergency Motion to cancel the sale so that the Judge can see that we were

making the payments and for that Bank (US BANK NA) who is unknown to us weren't able to show us that they owned the Note and we pointed out to the Judge in front of about 50 witnesses Tea Partiers and Republicans that US BANK NA never brought in the Note, Mortgage, and Assignment and no letter of indebtedment and no proof that we were not making the payments and we pointed out to the Judge that they only have a Lis Pendens on record with no Complaint to be seen and no Mortgage or Note Attached to a Complaint as Required by Fl. Stat. 702.015,(4) and Fl. Rule Civ. P.130 a. when Judge ZABEL realized that there was no Mortgage and no Note put in and that she did a Final Judgement with no ORIGINAL NOTE or MORTGAGE DOCS at all which is a Perjury Felony and in Violation of Florida Stat. 702.015 (4)(5)(C). So the JUDGE PANICKED and Ordered US Bank's Attorneys to bring in the Original Notes and Mortgage and Zabel Cancelled the Foreclosure Sale SCHEDULED FOR 9/12/2007 until they brought in the Original Note and Mortgage. But after the JUDGE (ZABEL) Cancelled the Foreclosure sale set for 9/12/2007 somehow those tricky Lawyers got the Clerk to do the SALE anyway against Judge ZABEL's Order so we had to rush back to the Court to get an Emergency Hearing to tell Judge ZABEL that the LAWYERS and the Clerk did a SALE anyway against her Order and the Judge was very upset and Ordered the Attorneys For US BANK NA to do a Motion to Cancel the Sale and then the Judge signed an order to Cancel the Sale from their Motion to Cancel the Sale. And then Judge ZABEL Ordered and Demanded that they bring in the Original Note and Mortgage because now Judge ZABEL Was now in position to get in trouble for doing a Final Judgement without Certified Copies of the Note and Mortgage and without the Original Note and Mortgage that is required by Florida Statute, Florida Stat. 702.015 (4), in other words these Clowns were just Illegally going to take our Property but got Caught! 131 Federal

Judges have already been caught and went to jail for Conflict of Interest, they failed to Recuse themselves from 685 lawsuits from 2010 to 2018 involving firms in which themselves or relatives held shares, these Evil Judges are going down! This Judge ZABEL Ordered the Atty's to go get the Docs that they said they had, then Judge ZABEL took a Court Recess and during the break from the Courtroom US Bank Lawyers Refused to go back into the Courtroom this upset the Judge but Judge ZABEL gave them time to bring in the Note and the Mortgage but they would not so therefore we put in a Motion to Dismiss with Prejudice we went back and Forth with the Judges and the Banks Attorneys but they would not follow the Judge Sarah I. Zabel's Order to bring in the Note and Order and therefor Judge ZABEL Dismissed the Case with Prejudice, the tenth line of the 2007 Case Called Case Number 2007-12407-CA01 of the Docket. And then Judge ZABEL said that it would show on the Docket in a few days which was 04/07/2007 of that same Docket!! NOW I'M REPORTING JUDGE SCHURR AS THE LEADER AND THE STARTER OF THE RACKETEERING CONSPIRACY CONCERNING OUR HOME R TO THE ADMINISTRATIVE JUDGE BAILEY WHO APPOINTS JUDGES TO CASES, GOVERNOR DE SANTIS, THE JQC, THE BAR, THE US DOJ, THE FBI, THE FLORIDA STATE ATTORNEY AND MEDIA FOR OBVIOUS RACIST MISCONDUCT, BY TOTALLY IGNORING FLORIDA STATUES-RULES AND FOR CRAZY OBVIOUS CONFLICTS OF INTEREST because something strange happened out of nowhere! Judge Valerie Manno Schurr's SIGNATURE and NAME shows up on the DISMISSAL WITH PREJUDICE from Judge ZABEL THE YEAR AFTER SHE BECOMES JUDGE RIGHT BEFORE SHE mysteriously takes over our Case to save U.S. BANK FROM US and save

JUDGE ZABEL, THEIR LAWYERS FROM THE WRATH OF THEIR BOSS GMAC (US BANK) WHO HAD ALREADY PAID THEM TO SAVE U.S. BANK FROM US JUDGE VALERIE MANNO SCHURR is who we're just now finding out that THE BANKS PAID HER TO TRICK US INTO BELIEVING THAT WE WERE SAFE FROM US BANK WITH THE DISMISSAL WITH PREJUDICE AND THEN THREE MONTHS LATER JUDGE VALERIE MANNO SCHURR CHANGES IT TO DISMISSAL WITHOUT PREJUDICE IN AN ILLEGAL EXPARTE HEARING WITHOUT US KNOWING SO THAT US BANK COULD COME BACK AND START THE SAME CASE OVER WITHOUT NOTICE TO US! WHY DID GMAC (US BANK) PAY JUDGE VALERIE MANNO SCHURR TO TAKE OVER OUR CASE WAS BECAUSE JUDGE ZABEL DISMISSED WITH PREJUDICE US BANKS CASE 04/07/2009 AS SEEN ON THE DOCKET CASE NUMBER 2007-12407-CA01 LINE 10, Exh. 2.1 pg.2. AND FORD MOTOR CO. V. CALLOWAY SAYS A JUDGE CAN'T CHANGE ANOTHER JUDGE'S ORDER SO, JUDGE VALERIE MANNO SCHURR FILED HER DUPLICATE DISMISSAL WITH LIKE JUDGE ZABEL'S ORDER WAS FILED 04/07/2009, AND JUDGE SCHURR'S DUPLICATE ORDER FILED 04/07/2010 AS SEEN ON THE DOCKET CASE NUMBER 2007-12407-CA01 LINE 10 AND 11, NOT REMEMBER JUDGE VALERIE SCHURR IS A JUDGE WE NEVER MET NEVER SEEN AND NEVER DID A HEARING IN FRONT OF AND ACCORDING TO THE ADMINISTRATIVE JUDGE, JUDGE BAILEY SAID THAT SHE DID NOT ASSIGN JUDGE VALERIE SCHURR THIS IS A JUDGE THAT SHE DID NOT ASSIGN TO OUR CASE ALL DONE SO THAT SHE COULD IN AN ILLEGAL EXPARTE HEARING IN VIOLATION OF FLORIDA STAT. 702.07 WITH THE PLAINTIFF US BANK CHANGE HER OWN ORDER TO DISMISSAL WITHOUT PREJUDICE, TO HELP

GMAC (US BANK). STEAL SO THEY CAN ALL MAKE MONEY OFF OF HELPLESS BLACKS USING BIG BAD JUDGES AND LAWYERS! The proof that JUDGE VALERIE MANNO SCHURR made Money to help them is on her Form 6 FULL AND PUBLIC DISCLOSURE OF FINANCIAL INTEREST SWORN AFFIDAVIT OATH of 2008 that shows on part C. Liabilities section that she has \$995,000.00 and \$91,498.00 from GMAC which is the Servicer and owner RESIDENTIAL FUNDING CORPORATION in their notice of transfer said they were controlling our payments as Servicer from at least 1/1/2007 on the Mortgage Payment Coupon at the bottom of the Transfer Letter, Exh 100. and \$129,000.00 from Wells Fargo which is US BANK NATIONAL ASSOCIATION AS TRUSTEE FOR RASC 2005 AHL3, then in 2009 form 6 it shows GMAC MORTGAGE of \$410,000.00 and Credit line with GMAC, and \$128,000 Wachovia which is Wells Fargo which is US BANK, and then she allows an Illegal Ex Parte Hearing with US Bank National Attorneys to change her Order which is really Judge Zabel's Order from DISMISSED WITH PREJUDICE in April 6th, 2010 to change the Dismissed with Prejudice 3 months later in June 27th, 2010, into DISMISSED WITHOUT PREJUDICE in this Ex Parte Hearing. Which is only supposed to be done with only the Defendants that are about to lose their home to the Foreclosure Sale and this must be done before the sale of the House according to Fl. Statue 107.07, (during the interim GMAC also had a Florida Default Letter as the Servicer) and after that wonderful gift Judgement to US Bank National Association and helping Judge Zabel out of the mess for doing a Judgement without a Docketed Complaint, Note, Allonge, Mortgage or an Assignment from the Records which was literally Criminal, Thievery of our house. Then suddenly in her 2010 Form 6 Disclosure of Financial Interest, Exh. (8.1), it shows a \$400,000.00 gift from GMAC and shows \$1,000,000.00 from Wells Fargo which is US Bank. All of this is pay

to Play RICO Conspiracy to steal Black People's Houses which they're also doing to White European Gentiles! US BANK'S only lawful Remedy was to Appeal the Dismissal with Prejudice within 30 days according to Florida Appellate Rule 4 (a)(1)(A). But now a case that was Dismissed with Prejudice was given life again by Judge Valerie Manno Schurr a Judge we had never met never seen or ever had a hearing in front of came in and Dismissed the Case with Prejudice exactly one year after Judge Zabel Dismissed it with Prejudice to avoid Calloway Vs. Ford which says another Judge cannot change another Judges Order from the same Circuit Court they must Appeal to a higher Court but Judge VALERIE MANNO SCHURR did it anyway by having a hearing three months later in an illegal Ex Parte hearing and changing the Dismissal with Prejudice to Dismissal without Prejudice which allowed US BANK to secretly file another Foreclosure Case against the House at 15020 S. River Dr. Miami Florida 33167 and US Bank did file another Case which was a continuance of the same Case from 2007 which is called Case Number 2007-12407-CA01 that was Dismissed with Prejudice and secretly changed to Dismissed without Prejudice and without any notice to us in 2010 called Case number 2010-61928-CA01 this 2010 was also done without the Original Mortgage, Assignment and Docs. Original of the Note, Allonge to the Note, and the second Allonge from Fannie Mae or indemnification info that indemnifies Fannie Mae and there must be the Loan number, Date and the printed name of the Signer as required by Federal Fannie Mae Rules B8-3-04 for Fannie Mae of which none of this is on the copy of the Allonge recorded on the Docket, And JUDGE VALERIE MANNO SCHURR has taken my new Case again to finish what she started by Ruling in favor of US BANK and GMAC with worst Conflicts of Interest that she's trying to hide so that she can Rule in the Bank's favor to illegally Foreclose. Because in her FORM 6 -2019 and 2020 Financial Disclosure

Affidavit she has over \$11,192,000.00, plus on line 5 she states that she has a \$400,000.00 Mortgage with City National Bank that is Royal Bank of Canada, which is Wells Fargo, And Wells Fargo is US Bank JUDGE VALERIE MANNO SCHURR is helping to illegally Foreclose on us. The other conflict is Schurr's \$400,000.00 Mortgage Holder City National Bank that is Royal Bank of Canada which is Morgan Stanly/JP Morgan, which is US BANCORP/US BANK. And All this is CITY NATIONAL BANK, who Merged with Wachovia Bank who admitted they were SLAVE MASTERS OF BLACK PEOPLE, to just take CRIPPLE HELPLESS BLACK PEOPLE'S HOMES. I will investigate how this Judge accumulated \$11 million dollars on a JUDGE'S SALARY, I demand to see where all that money is from. This is the Bank that served my law suit by an official Servicer acknowledged by US BANK which by Florida Statue they had only 20 days to answer but they never answered for six months while we're trying to Default them the whole time, yet JUDGE VALERIE MANNO SCHURR with her millions of dollars Conflicts of Interest helped US Bank by not ever Defaulting them no matter what the laws and rules say I really don't stand a chance in this fight because the referee (JUDGE SCHURR) is being paid by my Opponents to Rule only in their (US BANK'S-GOLIATH'S favor I AM DESTROYED and CRUCIFIED by these wicked Animals who break all the Laws and kill BLACK PEOPLE and hold themselves not GUILTY by these CROOKED EVIL JUDGES like JUDGE VALERIE MANNO SCHURR and I know they are Plotting to KILL me right now, K.J.V. BIBLE=ZECHARIAH 11:5!!

FIRST CAUSE OF ACTION CIVIL CONSPIRACY**ABUSE OF LEGAL PROCESS/RICO CONSPIRACY**

AS TO LANCASTER, MERS, DEUTSCHE BANK, U.S. BANK, THE SEC, DADE ATTORNEYS TITLE INSURANCE FUND, COUNTY CLERK OF THE COURTS, DADE COUNTY RECORDS DEPARTMENT, DADE COUNTY EVICTION SHERIFFS, NORTH MIAMI POLICE DEPARTMENT, COMMISSIONER RENE GARCIA, THE CITY OF NORTH MIAMI, BLANK ROME ATTORNEYS LLP, ATTORNEY DANIEL HURTZE, DADE COUNTY JUDGE ALLEN FINE, JUDGE RUDOLFO RUIZ, JUDGE MONICA GORDO, MARCIA COOKE, VALERIE MANNO SCHURR, VERONICA DIAZ, VIVIANNE DEL RIO, JOHN SCHLESINGER, JOSE RODRIGUEZ, RE EMBERTO DIAZ, SAMANTHA RUIZ, JOSE PEPE, SALLY A. HEYMAN, EILEEN HIGGINS, REBECA SOSA, SEN.

JAVIER D. SOUTO

Plaintiff realleges and avers paragraphs as if fully set forth herein and further states: This is an action for injunctive and declaratory relief and for damages based upon these Defendants abuse of the legal process in connection with the foreclosure lawsuits. From the filing of the 2007 action to present, LANCASTER, MERS, and DEUTSCHE BANK as successor, did not have sufficient documentation to establish it is the proper party to bring this action and the documentation upon which it relied on for standing was improperly manufactured by Defendants, individually or jointly. These Defendants created and/or used false documents in an effort to obtain a foreclosure final judgment against the homeowner. These documents include the aforementioned,

Judgements, AOMS, Affidavit of Indebtedness, fake Mortgages , Prepayment Riders. Promissory Notes, Fake Warranty Deeds, Fake Witnesses Trusts, fake Complaints, Motions, Fake Notary, Illegal Evictions, Clerks Destroying Records, Burning the Original Notes, Sinking/Stealing my Yachts, Stealing Gun, Stealing Property, Fake Arrests, Clerks Selling Our House while we are in Bankruptcy and Fake Illegal Foreclosure Sales. How they did this was easy everybody was against us and on the Conspiracy Rico Team from all the Judges on this House down. The Judges are all in Conspiracy with the Bank, The Dade County Police Dept., Dade County Commissioner who are all involved with the properties 15020 S. River Dr. Miami FL. 33167 and 1977 Ne 119th Rd. Miami Fl. 33181. Exh. 174. 1. All the Judges on this Case were being Paid and were benefitting from the Foreclosing Bank this is very Serious CONFLICTS OF INTEREST. We never stood a chance from the top down the deck was stacked against here's proof of each of the four Judge's CONFLICTS OF INTEREST even the Administrative Judge Jennifer Baily who when JUDGE Thomas Williams Recused himself from this case sighting CONFLICTS OF INTEREST this Administrative Judge who also has the same CONFLICTS OF INTEREST appointed Judge Allen Fine who also has the same CONFLICTS OF INTEREST, in this case, Exh. 175.

CIVIL CONSPIRACY AS TO ALL DEFENDANTS

Plaintiff realleges and incorporates paragraphs 1-58 as though fully set forth in this paragraph. Plaintiff alleges that Defendants entered into an agreement(s), with each other to defraud Plaintiff by providing false testimony regarding her alleged default on

the promissory note securing the mortgage on her house and false 21 documentary evidence to the Court to support their LANCASTER MORTGAGE BANKERS, LLC may have or claim an interest in the property that is the subject of this Foreclosure action by virtue of a fake mortgage recorded in official **Records Book 23966, Page 3483**, or **may otherwise claim an interest in** the property. First Commercial **CORP**, may have or claim an interest in the property that is the subject of the foreclosure action by Virtue of A Fake Mortgage. The interest of each Defendant are subject, Subordinate and inferior to the right, title, **interest and lien of** plaintiff's mortgage with the exception of any special **assessments** that are **superior** Pursuant to Florida Statutes 159 (2006), and Fl. Stat. 170.09 (2006), SEC May have an interest in the **property as** evidenced by DEUTSCHE BANK NATIONAL TRUST CO. AS TRUSTEE UNDER THE POOLING AND SERVICING AGREEMENT SERIES RAST 2006-A8 (CSFB), C/O OCWEN ATTN: Vault Dept. 5720 **Premier** Park Drive, West Palm Beach FL 33407 plan to obtain Plaintiffs homestead. The agreement between the Defendants to provide evidence they knew was unauthenticated and therefore inadmissible and in many instances outright perjury comprises the underlying tort or wrong Defendants have committed against Plaintiff in furtherance of their own financial goals. The overt acts in furtherance of the conspiracy were the following: the preparation and recordation of the November 5, 2007 AOM, the October 31, 2007 AOM, the filing of the "Original Promissory Note" via a September 3, 2007 Notice of Filing in the 2007 case where an Affidavit of Lost Instrument from Deutsche Bank or Lancaster's servicer and US Bank, was filed in 2007 and never withdrawn; the filling and reliance upon the Affidavit of Indebtedness executed by these Banks Attorneys can't have any of the data contained in the Fake Original Mortgage and Note of the fake AOI which was used to prove

material facts in the 2007 foreclosure namely, amount allegedly in the default and to whom the debt is owed. Because the Closing of the Lancaster Mortgage and Note never took place so the AOI does not exist and the US Bank AOI which was used to prove material facts in the 2007 foreclosure namely, amount allegedly in the default and to whom the debt is owed was all pertaining to Homecomings Financial Services according to the US Bank Attorney's AOI Exhibit list which all came from a Fake Homecomings Exhibit list according to their admission in their Corrective Assignment from the correct Bank which is Axiom Bank in 2012 which said that Homecomings is the wrong Bank and that Axiom Bank is the Correct Bank, Exh. (176), so the AOI from Homecomings used to Foreclose does not exist. Compounding the aforesaid misdeeds, of Defendants behavior towards Plaintiff regarding the setting and re-setting of "foreclosure sale" of his of his property for multiple years evidences callous and blatant disregard for the good faith and fair dealing that forms the basis for commercial endeavors. At the time SF filed in the 2007 Cases, their client did not have sufficient or any documentation to establish it was the proper party to bring these actions and the documentation upon which those Plaintiff relied upon for standing was improperly manufactured by SF, as Plaintiffs counsel in both cases and acting on Plaintiff's behalf as its so-called authorized agent. In other words Defendants created false documents to make it appear that Deutsche Bank or Lancaster and or US Bank were the proper parties to bring the respective actions. Plaintiff was sued once for Deutsche Bank and twice for US Bank for foreclosure of these properties without first allowing my the right to pursue the federally required pre-foreclosure loss mitigation opportunities. In addition, Deutsche Bank or Lancaster and US Bank and SF proceeded to pretend to engage in loss mitigation/forbearance with Plaintiff who justifiably relied upon their

multiple promises and untold *numbers of other homeowners, in addition to Plaintiff, in this country who reasonably relied upon*, the promise of “working out” the alleged defaulted debts so the property owner could resolve the matter without foreclosure. As a direct and proximate result of the acts set forth in this Count, Plaintiff has suffered damages including but not limited to psychological and physical pain and suffering, damage to his erudite reputation and credibility and the way you know they were wrong is that Leroy Williams the So-called signor for both Lancaster and US Bank’s Mortgage and Notes Credit was never damaged for having late payments on those Notes and Mortgage. The expense of retaining counsels and working Pro Se defending these Fake Home Title Fraud Foreclosures and other reasonable foreseeable damages. Plaintiff has also had to hire undersigned counsel at times or mostly worked Pro Se and seeks damages for the litigation fees and costs pursuant to Fl. Stat. () and Federal §57.105. WHEREFORE Plaintiff prays that this honorable Court award him damages for the claims set forth herein including litigation fees and costs Plaintiff realleges and incorporates all paragraphs as though fully set forth in these paragraphs. Plaintiff alleges that Defendants entered into an agreement(s), with each other to defraud Plaintiff by providing false testimony regarding her alleged default on the promissory note securing the mortgage on my house and false documentary evidence to the Court to support their plan to obtain Plaintiffs homestead. The agreement between the Defendants to provide evidence they knew was unauthenticated and therefore inadmissible and in many instances outright perjury comprises the underlying tort or wrong Defendants have committed against Plaintiff in furtherance of their own financial goals. The overt acts in furtherance of the conspiracy were the following: the preparation and recordation of the November 5, 2007 AOM, the October 31, 2007 AOM, the filing of the “Original

Promissory Note” via a September 3, 2007 Notice of Filing in the 2007 case where an Affidavit of Lost Instrument from Deutsch Bank or Lancaster’s servicer, US Bank, was filed May 23, 2007 without the Note Allonge or an Assignment and never withdrawn; the filling and reliance upon the Affidavit of Indebtedness executed by the LAWYERS, who completely lacked personally knowledge of any of the data contained in the AOI which was used to prove material facts in the 2007 foreclosure namely, amount allegedly in default and to whom the debt is owed by lying saying Homecomings was who the Debt was Owed to but was the Wrong Bank. Compounding the aforesaid misdeeds by US Bank who used this wrong info to Foreclose to Eviction on a Note not Owned by US Bank, all Defendants behavior towards Plaintiff regarding the setting and re-setting of “foreclosure ‘sale’” of his property for multiple years evidences a callous and blatant disregard for the good faith and fair dealing that forms the basis for commercial endeavors At the time the Banks filed the 2007 and the 2010 cases, their client did not have documentation to establish it is was the proper party to bring this action and the documentation upon which those Plaintiff relied upon for standing was improperly manufactured by the Banks, as Plaintiff’s counsel in both cases and acting on Plaintiff’s behalf as its authorized agent. In other words, Defendants created false documents to make it appear that Deutsch Bank or Lancaster and/or US Bank were the proper party to bring the respective actions. Plaintiff was sued twice for foreclosure of his Property without first allowing him the right to pursue the federally-required pre-foreclosure loss mitigation opportunities. In addition, Deutsch Bank or Lancaster, or US BANK, SF proceed to pretend to engage in loss mitigation/forbearance with Plaintiff who justifiably relied upon their multiple promises that untold *numbers of other homeowners, in addition to Plaintiff, in this country reasonably relied upon*,

the promise of "working out" the alleged defaulted debts so the property owner could resolve the matter without foreclosure. As a direct and proximate result of the acts set forth in this Count, Plaintiff has suffered damages including but not limited to psychological and physical pain and suffering, damage to his erudite reputation, the expense of retaining counsel and defending the foreclosures.

HERE'S HOW THESE JUDGES PLAY TAG TEAM AND CONSPIRE WITH EACH OTHER TO TAKE OUR HOMES BECAUSE US BANK PAID THEM AND MEDIA FOR OBVIOUS RACIST MISCONDUCT, BY TOTALLY IGNORING FLORIDA STATUTES-RULES AND FOR CRAZY OBVIOUS CONFLICTS OF INTEREST.

Because something strange happened out of nowhere! Judge Valerie Manno Schurr's SIGNATURE and NAME shows up on the DISMISSAL WITH PREJUDICE from Judge ZABEL THE YEAR AFTER SHE BECOMES JUDGE RIGHT BEFORE SHE mysteriously takes over our Case to save U.S. BANK FROM US and save JUDGE ZABEL, THEIR LAWYERS FROM THE WRATH OF THEIR BOSS GMAC (US BANK) WHO HAD ALREADY PAID THEM TO SAVE U.S. BANK FROM US JUDGE VALERIE MANNO SCHURR is who we're just now finding out that THE BANKS PAID HER TO TRICK US INTO BELIEVING THAT WE WERE SAFE I will investigate how this Judge accumulated \$11 million dollars on a JUDGE'S SALARY, I demand to see where all that money is from. This is the Bank that served my law suit by an official Servicer acknowledged by US BANK which by Florida Statue they had only 20 days to answer but they never answered for six months while we're trying to Default them the whole time, yet JUDGE VALERIE MANNO SCHURR with her millions of dollars Conflicts of Interest helped US Bank by not ever Defaulting them no matter what the laws and rules say I really don't stand a chance in this fight

because the referee (JUDGE SCHURR) is being paid by my Opponents to Rule only in their (US BANK'S-GOLIATH'S favor I AM DESTROYED and CRUCIFIED by these wicked Animals who break all the Laws and kill BLACK PEOPLE and hold themselves not GUILTY by these CROOKED EVIL JUDGES like JUDGE VALERIE MANNO SCHURR and I know they are Plotting to KILL me right now, K.J.V. BIBLE=ZECHARIAH 11:5!! Had six Judges on this Case Judge VALERIE MANNO SCHURR who dismissed the Case without Prejudice Illegally. Then Judge SCHLESINGER who gave them the right to foreclose even though they didn't have the standing but then told us that we can come back in 10 days to prove it. Then in 10 days we came back in time to give the answer to the Judge giving them the right to Foreclose but Judge SCHLESINGER was no longer the Judge on our Case, it was now Judge De La O who also had the same Conflict of Interest and then Judge De La O said he couldn't change the Judge's Order even though he saw that we had ten days to respond and then he gave us a rehearing and then we came back to ask in front of Judge DE LA O but he was no longer the Judge it was now Judge Veronica Diaz and she said that she could not change Judge De La o's Order. And she gave a date for the foreclosure Sale and she had the same Conflict of Interest then we had the Pandemic which stopped everything now all of these Judges had the same Conflict of Interest and they were running away from me by passing the Case to another Judge so that we could never catch up with Judge SCHLESINGER's 10 day Ruling and his Fraudulent Case where he gave them the right to Foreclose but us the right to respond and we never got to respond because the Judges kept passing the Case from one Judge to the next and would've been Foreclosed on but the Pandemic stopped all Foreclosures and then I filed a Quiet Title which was ten years after VALERIE MANNO SCHURR

had filed a Fraudulent Dismissal without Prejudice to give those Judges the right to keep them passing the Case to each other until they were getting ready to Foreclose on us and then I showed her that she didn't have the right to do that because she received \$995,000.00 to change the Judge's Order and then she Recused herself after I showed her that she Recused herself of my 2021 Case. In the meantime the Fake 2010 Case was still going on and in the 2010 Case after the Pandemic was over another Judge named Samantha Cohen was asked to Recuse herself because she had the same Conflicts of Interest but she ruled in Favor of the Bank then when we were going back to Court to tell her to Dismiss the whole Case because VALERIE MANNO

1. SCHURR Recused herself and we wanted to stop the Foreclosure sale then they changed it to another Judge Vivianne Del Rio who had the exact same Conflict of Interest and would not listen to us in Court and she gave them a Foreclosure Sale even though in Court with Judge Rodriguez whose studying the Case to see that VALERIE MANNO SCHURR wasn't even supposed to be our Judge and got \$995,000.000 to change the Dismissal with Prejudice to Dismissal without Prejudice so their trying to Foreclose and sell the house and Evict us before we can show why Judge VALERIE MANNO SCHURR Recused herself. All six of these Judges all have the same Conflicts of Interest and being paid by the Banks to play on their team! Check out these JUDGES WHO WROTE AN OATH AFFIDAVIT TO THE STATE CAPITAL AND ACTUALLY SHOW THAT THESE BANKS PAY THEM WOW!!! In a hearing with Judge Rodriguez U.S. Bank attempted to Dismiss my Quiet Title Case by saying we've been taking a long time and trying to slow down the Case but if you check the 2007 Docket Exh.(176) You'll see that it was U.S. Bank that refused to bring in a Ordered Document by Judge Zabel to show that they own the Note, the Mortgage, the Allonge.

and the Assignment and U.S. Bank never would bring it in after a year of waiting we asked for a Dismissal with Prejudice in 2008 and in 2009 the Judge finally signs a Dismissal with Prejudice because U.S. Bank refused to follow her Order and then U.S. Bank waited a year and in 2010 Judge VALERIE MANNO SCHURR inserts herself in the Case without being appointed or ever meeting the Defendants and she did a Dismissal with Prejudice also and then 3 months later instead of appealing that which they had 30 days to do they had an Ex Parte Hearing with Judge VALERIE MANNO SCHURR illegally and she changed her Order which then changed Judge Zabel's Order illegally from Dismissal with Prejudice to Dismissal without Prejudice and then 6 months later U.S. Bank found another Case for Foreclosure and U.S. Bank kept not following the Judges Order or Notifying us until finally the Judge Dismissed the Case again for lack of Prosecution because U.S. Bank would not notify us and threatened to close out the Case then U.S. Bank finally noticed us and then they set a Hearing for 2017 November, 29th in front of Judge SCHLESINGER all that time was taken because of them and then Judge SCHLESINGER gave them 10 days to answer they did not answer so I did a Motion for Default and then U.S. Bank answered by saying that U.S. Bank needed more time the Judge gave them more time without noticing us we didn't know that they did that and we asked for Case to be Dismissed so the Pandemic hit and then when the Pandemic hit it's what delayed the Foreclosure and during the interim I did a Quiet Title Suit that Quiet Title Suit is now in Court. So it wasn't Torturously a long time because all of us all of the time wasted was by Blank Rome Attorneys for U.S. Bank so we didn't waste the time U.S. Bank did so I need the time for the Judge to rule on the fact that their Allonge is no good, that U.S. Bank's Assignment is no good that U.S. Bank does not have the Note in its record of Notes according to

the Edgar search and that according to the Trustee of the Cupisone Cusip numbers the Mortgage has only been sold to Fidelity Strategic Real Return Funds not U.S. Bank and they have until this day 2021 which I was referred to them by the lady that runs the SEC at 801 Brickell Ave. downtown Miami so this is the point were at right now they don't own the Note never have so we need to stop the Sale for them to come prove they own the Note instead of just giving our house away that we were making all the payments on at the time. They all must be Arrested for Criminal Conspiracy to steal Black People's Homes and White Gentile's Homes! Christ is Jews and Gentiles 1Cor.12:12-14 they Are crucifying and 1. Plaintiff, is now, and at all times mentioned in this Co-owner of and in the Possession of all the real property described in paragraph 5 above, said real property to be hereinafter referred to as the Property described in Paragraph 5 above, said real property to be hereinafter referred to as the Property . This is a quiet title etc. case which requires that US Bank show a full chain of title which is extrinsic evidence according to 2005 Florida code civil practice and procedure. In Broward County our case for the home 2920 Ne 55th Pl. Ft. Lauderdale 33308 Washington Mutual Bank tried to sue us because they're claiming that they have the rightful ownership of the Note when by Operation of law JP Morgan can't even obtain the Note. Furthermore JP Morgan is Owned by the CIC (Chinese Investment Corporation) (Exh.433) which is owned by China which is a Violation of F.A.R.A (Foreign Agents Registration Act), so J.P. Morgan Chase Bank and it's Attorney Representatives all need to have a Foreign Agent Registration License to hold Court In State and County proceedings and can't Foreclose Evict or Sale Properties in America (12 U.S.C.§3105). The Judge on this Case is JUDGE MARINA GARCIA WOOD who has a horrible conflict of interest With Morgan Stanley Chase Bank according to her 2022 Form 6 FULL AND PUBLIC DISCLOSURE OF

FINANCIAL INTEREST page 3 line 1 she has \$471,247.00 from J.P. Morgan Chase Bank.

On our Case for the home at 12050 NW 4th Ct. Plantation 33325 The defendants (Deutsche Bank) are attempting to perfect their foreclosure, transferred Title and Evicted plaintiffs from their property at 12050 NW 4th ct. Plantation Fl. 33325. Deutsche Bank National Trust Company as Indenture Trustee for Impac Real Estate Asset Trust Series 2006 SDI knowingly filed a fraudulent foreclosure complaint 06/06/13 case #CACE-13-014193 see exh.A the said property was illegally Foreclosed on if we look further, In Affidavit written by Vice President of JPMorgan Chase Bank **see exhibit#B1 & B2**, claimed to have lost the Note Or maybe some how it was destroyed only three days after it was allegeded to have Been recorded in the County Court the Affidavit was signed by JPMorgan Vice President Tina Richard on 04/02/2013, but in court files on the first foreclosure case for Impac Lending Group which was originally 06-12451CACE see Exb. B3 before it was changed and JPMorgan opened up the new case which is now 13- 014193CACE, See **Exb. B4** but at the time October 19, 2007 a document was entered into the File by Attorneys from Smith Hiatt & Diaz, P.A. in the first case as seen on **exhibit C** Attorneys said on the document that they represented Impact Funding Corporation and they were cancelling the sale date for 10/24/2007 on the house because the loan has been sold to another client, so it is seen here the property Has already been sold to avoid having to show ownership of Note, therefore by the showing of the evidence in the files that Deutsche Bank tried to hide by opening up a new case which is now 13-014193 CACE, and creating a faulty assignment that could not have happened on 3/25/13 see exh. b5 Because the Note was already sold, this is proof that MERS never had any standing In this case, the new case that was started was invalid from the start and according to the 3.1 standing rule standing can be brought up at anytime even on Appeal, the Supreme Court Has made it clear That burden of establishing standing rest on the Plaintiff, the Plaintiff must carry the burden, standing must exist on the date that The complaint is filed in which standing could not have existed even on the date

That the new complaint was filed because the Note was already sold in 2007. This is in violation of Fl. Stat. 817.535(e) 5(2)(a) unlawful filing of false Documents or records against Real or personal property. Ultimately along with all these fraudulent Criminal Acts Deutsche Bank like J.P. Morgan Chase Bank is owned by the CIC (Chinese Investment Corporation) (Exh.434) which is owned by China which means they're also violating F.A.R.A (Foreign Agents Registration Act) and none of these entities have a Foreign Agent Registration License to hold Court in State and County Proceedings and Can't Foreclose Evict or Sale Properties in America(12 U.S.C.§3105). **The Judge on this case is Sandra Perlman she has a Conflict of Interest of \$415,620.00 from Bank of America which is BlackRock (Exh.430), And BlackRock is Deutsche Bank (Exh.431) that's a Horrific Conflict of Interest!. This Judge has no business on this Case.** This Also applies to our property at 10290 Sw 58th St. Miami Fl. 33173 wherein the Bank HSBC refused to show Extrinsic evidence when asked by the Judge that they own the Note HSBC is owned by the CIC (Chinese Investment Corporation) (Exh. 434) which is owned by China a violation of F.A.R.A (Foreign Agents Registration Act). The Judge on this Case is Barbara Areces who got \$90,000 From HSBC a Horrific Conflict of Interest. And at 3320 Ne 165th st Miami Fl. 33160 address.

1. SARAH I. ZABEL 4/7/09-----made 9 Million from US BANK
2. VALERIE MANNO SCHURR 1/21/22-----made almost 12 Million from US BANK
3. JOHN SCHLESINGER 12/19/2017-----made almost 29 Million from US BANK
4. SAMANTHA RUIZ COHEN 5/12/2021-----made over 2 Million from US BANK
5. MIGUEL DE LA O 1/9/2019-----made almost 1Million from US BANK
6. VERONICA DIAZ 6/2/2020-----made almost ½ Million from US BANK
7. VIVIANNE DEL RIO 5/4/2022-----made almost 2 Million from US BANK

8. JOSE E. MARTINEZ-----made over \$250,000.00 from US BANK
9. JUDGE CARLOS LOPEZ-----made over \$2 million from US BANK
10. MINDY MORA-----made over \$100,000.00 from US BANK

BROCK AND STOCK ATTORNEY JUSTINE KELLY'S CONFLICT OF INTEREST

1. WOE UNTO YOU, LAWYERS FOR YOU HAVE TAKEN AWAY THE KEY OF KNOWLEDGE: YE ENTERED NOT IN YOURSELVES (LUKE 11:52)

JUDGES WITH A CONFLICT OF INTEREST FROM DEUTSCHE BANK

1. JUDGE THOMAS REBULL 10/30/19-made \$656,000.21 from DEUTSCHE BANK
2. JUDGE MARCIA COOKE 1/17/20-----made \$15,000.00 from DEUTSCHE BANK
3. JUDGE MONICA GORDO 8/31/17--made \$1,035,472.00 from DEUTSCHE BANK
4. JUDGE SANDRA PERLMAN-----made \$415,620.00 from DEUTSCHE BANK

JUDGES WITH A CONFLICT OF INTEREST FROM J.P. MORGAN CHASE BANK

1. JUDGE MARINA GARCIA WOOD-----made \$471,247.00 from CHASE BANK
2. JUDGE WILLIAM W. HAURY JR.-----made \$1,500,000.00 from CHASE BANK
3. JUDGE JOEL T. LAZARUS-----made\$320,000 from CHASE BANK

JUDGES WITH A CONFLICT OF INTEREST FROM HSBC BANK

1. JUDGE BARBARA ARECES-----made \$90,000.00 from HSBC BANK

JUDGE BARBARA ARECES Bank according to her 2022 Form 6 FULL AND PUBLIC DISCLOSURE OF FINANCIAL INTEREST page 3 line 3 got \$90,000 from TD Bank Exh.D which is Blackrock Exh.E, which is HSBC Exh.F.

2. JUDGE MARINA GARCIA WOOD has a horrible conflict of interest With Morgan Stanley Chase Bank according to her 2022 Form 6 FULL AND PUBLIC DISCLOSURE OF FINANCIAL INTEREST page 3 line 1 she has \$471,247.00 from J.P. Morgan Chase Bank.

3. JUDGE WILLIAM W. HAURY JR. has a horrible conflict of interest with Morgan Stanley Chase Bank on his 2022 Form 6 FULL AND PUBLIC DISCLOSURE OF FINANCIAL INTEREST page 2 line 1 he has \$1,500,000.00 from J.P. Morgan Chase Bank.
4. JUDGE JOEL T. LAZARUS has a Terrible Conflict of Interest with Morgan Stanley Chase Bank on his FORM 6 FULL AND PUBLIC DISCLOSURE OF FINANCIAL INTEREST page 1 line 7 he has \$320,000 from J.P. Morgan Chase Bank.

APPELLATE JUDGES WITH A CONFLICT OF INTEREST FROM DEUTSCHE BANK

1. BROWNWYN C. MILLER-----Made \$95,000 from DEUTSCHE BANK
 Comes now MACK WELLS acting Pro-Se here states Judge Brownwyn Miller, says that Wells Fargo on his 2012 Form 6 Full and public Disclosure of Financial Of Interest is a Bank doing Business with US Bank because he's doing business with US Bank and helping them make money so that he can make money by Foreclosing and taking our property while acting as the Judge to take the property not on his Merits but for to make him and them money Illegally. Here's proof, Judge Brownwyn C. Miller is doing business with Wells Fargo Bank as seen on his Form 6 page 1 line 4 he got \$95,000.00 from Tallahassee called Full And Public Disclosure Of Financial form 6 Exh. A, Wells Fargo is US Bank IS DEUTSCHE BANK. That is a Conflict of Interest against us and there's more, Exh.J. I have found that our case was directed to him in this Pool, So he must recuse himself and vacate his Order, Exhibit B so Brownwyn Miller you must Recuse YOUR SELF and VACATE YOUR ORDER against us, Exh.F. ORDER OF DISMISSAL WAS PUT IN JUNE 6, 2019

APPELLATE JUDGES WITH A CONFLICT OF INTEREST FROM US BANK

2. KEVIN MICHAEL EMAS-----Made \$225,310 from US BANK

Comes now MACK WELLS acting Pro-Se here states Judge Kevin Michael Emas, says that Wells Fargo on his 2012 Form 6 Full and public Disclosure of Financial Of Interest is a Bank doing Business with US Bancorp because he's doing business with US Bancorp and helping them make money so that he can make money by Foreclosing and taking our property while acting as the Judge to take the property not on his Merits but for to make him and them money Illegally. Here's proof, Judge Kevin Michael Emas is doing business with Wells Fargo as seen on his Form 6 page 1 line 4 from Tallahassee called Full And Public Disclosure Of Financial form 6 Exh. A, Wells Fargo is US Bancorp Exh. B. And US Bancorp is US Bank Exh. C That is a Conflict of Interest against us and there's more, Exh. J. I have found that our case was directed to him in this Pool, So he must recuse himself and vacate his Order, Exhibit B so Kevin Michael Emas you must Recuse YOUR SELF and VACATE YOUR ORDER against us, Exh. F.

3. EDWIN SCALES-----Made \$22,543 from US BANK

Comes now MACK WELLS acting Pro-Se here states Judge Edwin Scales, says that Chase Bank on his 2012 Form 6 Full and public Disclosure of Financial Of Interest is a Bank doing Business with US Bancorp because he's doing business with US Bancorp and helping them make money so that he can make money by Foreclosing and taking our property while acting as the Judge to take the property not on his Merits but for to make him and them money Illegally. Here's proof, Judge Edwin Scales is doing business with Chase Bank as seen on his Form 6 page 1 line 4 from Tallahassee called Full And Public Disclosure Of Financial form 6 Exh. A, Chase Bank is US Bancorp Exh. B. And US Bancorp is US Bank Exh. C That is a Conflict of Interest against us and there's

more, Exh. J. I have found that our case was directed to him in this Pool, So he must recuse himself and vacate his Order, Exhibit B so Edwin Scales you must Recuse YOUR SELF and VACATE YOUR ORDER against us, Exh. F. Order of Dismissal on JAN. 23, 2023 Comes now MACK WELLS acting Pro-Se here states Judge Brownwyn Miller, says that Wells Fargo on his 2012 Form 6 Full and public Disclosure of Financial Of Interest is a Bank doing Business with US Bank because he's doing business with US Bank and helping them make money so that he can make money by Foreclosing and taking our property while acting as the Judge to take the property not on his Merits but for to make him and them money Illegally. Here's proof, Judge Brownwyn C. Miller is doing business with Wells Fargo Bank as seen on his Form 6 page 1 line 4 he got \$95,000.00 from Tallahassee called Full And Public Disclosure Of Financial form 6 Exh. A, Wells Fargo is US Bank. That is a Conflict of Interest against us and there's more, Exh.J. I have found that our case was directed to him in this Pool, So he must recuse himself and vacate his Order, Exhibit B so Brownwyn Miller you must Recuse YOUR SELF and VACATE YOUR ORDER against us, Exh.F. **15020 S. R. DR. MIAMI 33167 AND 1977 NE 119TH RD. MIAMI FL. 33181. Exh.A.** These Judges have made Millions of dollars with U.S. Bank taking Black People and White European's homes illegally for gifts of Money Exo. 23:8, Deut. 16:19. Which says Judges can't take gifts because it blinds the eyes of Judgement!! Here are these Judges examples.

1. **FIRST WE HAVE JUDGE VALERIE MANNO SCHURR WHO STARTED THIS HORRIBLE DISCRIMINATING CONSPIRACY MESS BECAUSE IN HER FULL AND PUBLIC DISCLOSURE OF FINANCIAL INTEREST AND SHE RECUSED HERSELF 01/21/22 BECAUSE SHE GOT CAUGHT GETTING MILLIONS TO ILLEGALLY**

TAKE OUR PROPERTY WITH \$ CONFLICT OF INTEREST UP TO \$11 MILLION

BECAUSE IN HER FORM 6 FINANCIAL INTEREST SWORN AFFIDAVIT OATH

Now something strange happened out of nowhere! Judge Valerie Manno Schurr's SIGNATURE and NAME shows up on the DISMISSAL WITH PREJUDICE from Judge ZABEL THE YEAR AFTER SHE BECOMES JUDGE RIGHT BEFORE SHE mysteriously takes over our Case to save U.S. BANK FROM US and save JUDGE ZABEL, THEIR LAWYERS FROM THE WRATH OF THEIR BOSS GMAC (US BANK) WHO HAD ALREADY PAID THEM TO SAVE U.S. BANK FROM US JUDGE VALERIE MANNO SCHURR is who we're just now finding out that THE BANKS PAID HER TO TRICK US INTO BELIEVING THAT WE WERE SAFE FROM US BANK WITH THE DISMISSAL WITH PREJUDICE AND THEN THREE MONTHS LATER JUDGE VALERIE MANNO SCHURR CHANGES IT TO DISMISSAL WITHOUT PREJUDICE IN AN ILLEGAL EXPARTE HEARING WITHOUT US KNOWING SO THAT US BANK COULD COME BACK AND START THE SAME CASE OVER WITHOUT NOTICE TO US! WHY DID GMAC (US BANK) PAID JUDGE VALERIE MANNO SCHURR TO TAKE OVER OUR CASE WAS BECAUSE JUDGE ZABEL DISMISSED WITH PREJUDICE US BANKS CASE 04/07/2009 AS SEEN ON THE DOCKET CASE NUMBER 2007-12407-CA01 LINE 10, Exh. 2.1 pg.2. AND FORD MOTOR CO. V. CALLOWAY SAYS A JUDGE CAN'T CHANGE ANOTHER JUDGE'S ORDER SO, JUDGE VALERIE MANNO SCHURR FILED HER DUPLICATE DISMISSAL WITH LIKE JUDGE ZABEL'S

ORDER WAS FILED 04/07/2009, Exh. 80. AND JUDGE SCHURR'S DUPLICATE ORDER FILED 04/07/2010 AS SEEN ON THE DOCKET CASE NUMBER 2007-12407CA01 LINE 10 AND 11, Exh. 3.1 pg.2. NOT REMEMBER JUDGE VALERIE SCHURR IS A JUDGE WE NEVER MET NEVER SEEN AND NEVER DID A HEARING IN FRONT OF AND ACCORDING TO THE ADMINSTRATIVE JUDGE; JUDGE BAILEY SAID THAT SHE DID NOT ASSIGN JUDGE VALERIE SCHURR THIS IS A JUDGE THAT SHE DID NOT ASSIGN TO OUR CASE ALL DONE SO THAT SHE COULDN'T DO AN ILLEGAL EXPARTE HEARING IN VIOLATION OF FLORIDA STAT. 702.07 WITH THE PLAINTIFF US BANK CHANGE HER OWN ORDER TO DISMISSAL WITHOUT PREJUDICE, Exh. 4.1 TO HELP GMAC (US BANK). STEAL SO THEY CAN ALL MAKE MONEY OFF OF HELPLESS BLACKS USING BIG BAD JUDGES AND LAWYERS! The proof that JUDGE VALERIE MANNO SCHURR made Money to help them is on her Form 6 FULL AND PUBLIC DISCLOSURE OF FINANCIAL INTEREST SWORN AFFIDAVIT OATH of 2008 that shows on part C. Liabilities section that she has \$995,000.00 and \$91,498.00 from GMAC which is the Servicer and owner RESIDENTIAL FUNDING CORPORATION in their notice of transfer said they were controlling our payments as Servicer from at least 1/1/2007 on the Mortgage Payment Coupon at the bottom of the Transfer Letter, Exh 100. and \$129,000.00 from Wells Fargo which is US BANK NATIONAL ASSOCIATION AS TRUSTEE FOR RASC 2005 AHL3, Exh. (6.1) then in 2009 form 6 it shows GMAC MORTGAGE of \$410,000.00 and Credit line with GMAC, and \$128,000 Wachovia which is Wells Fargo which is US BANK, Exh. (7.1). and then she allows an Illegal Ex Parte Hearing with US Bank National Attorneys to change her Order which is really Judge Zabel's Order from DISMISSED WITH

PREJUDICE in April 6th, 2010 Exh. (4.1) to change the Dismissed with Prejudice 3 months later in June 27th, 2010, into DISMISSED WITHOUT PREJUDICE in this Ex Parte Hearing Exh. 2.1. Which is only supposed to be done with only the Defendants that are about to lose their home to the Foreclosure Sale and this must be done before the sale of the House according to Fl. Statue 107.07, (during the interim GMAC also had a Florida Default Letter as the Servicer) and after that wonderful gift Judgement to US Bank National Association and helping Judge Zabel out of the mess for doing a Judgement without a Docketed Complaint, Note, Allonge, Mortgage or an Assignment from the Records which was literally Criminal, Thievery of our house. Then suddenly in her 2010 Form 6 Disclosure of Financial Interest, Exh. 8.1, it shows a \$400,000.00 gift from GMAC and shows \$1,000,000.00 from Wells Fargo which is US Bank, Exh. (9.1). All of this is pay to Play RICO Conspiracy to steal Black People's Houses which they're also doing to White European Gentiles! US BANK'S only lawful Remedy was to Appeal the Dismissal with Prejudice within 30 days according to Florida Appellate Rule 4 (a)(1)(A). But now a case that was Dismissed with Prejudice was given life again by Judge Valerie Manno Schurr a Judge we had never met never seen or ever had a hearing in front of came in and Dismissed the Case with Prejudice exactly one year after Judge Zabel Dismissed it with Prejudice to avoid Calloway Vs. Ford which says another Judge cannot change another Judges Order from the same Circuit Court they must Appeal to a higher Court but Judge VALERIE MANNO SCHURR did it anyway by having a hearing three months later in an illegal Ex Parte hearing and changing the Dismissal with Prejudice to Dismissal without Prejudice which allowed US BANK to secretly file another Foreclosure Case against the House at 15020 S. River Dr. Miami Florida 33167 and US Bank did file another Case which

was a continuance of the same Case from 2007 which is called Case Number 2007-12407-CA01 that was Dismissed with Prejudice and secretly changed to Dismissed without Prejudice and without any notice to us in 2010 called Case number 2010-61928-CA01 this 2010 was also done without the Original Mortgage, Assignment and Docs. Original of the Note, Allonge to the Note, and the second Allonge from Fannie Mae or indemnification info that indemnifies Fannie Mae and there must be the Loan number, Date and the printed name of the Signer as required by Federal Fannie Mae Rules B8-3-04 for Fannie Mae of which none of this is on the copy of the Allonge recorded on the Docket, Exh (15.1). And JUDGE VALERIE MANNO SCHURR has taken my new Case again to finish what she started by Ruling in favor of US BANK and GMAC with worst Conflicts of Interest that she's trying to hide so that she can Rule in the Bank's favor to illegally Foreclose. Because in her FORM 6 -2019 and 2020 Financial Disclosure Affidavit she has over \$11,192,000.00, plus on line 5 she states that she has a \$400,000.00 Mortgage with City National Bank that is Royal Bank of Canada, which is Wells Fargo, Exh. (10.1). And Wells Fargo is US Bank JUDGE VALERIE MANNO SCHURR is helping to illegally Foreclose on us, Exh. (11.1). The other conflict is Schurr's \$400,000.00 Mortgage Holder City National Bank that is Royal Bank of Canada which is Morgan Stanly/JP Morgan, Exh. (12.1), which is US BANCORP/US BANK, Exh. (13.1). and Exh. (14.1) All this is CITY NATIONAL BANK Exh. 16.1, who Merged with Wachovia Bank who admitted they were SLAVE MASTERS OF BLACK PEOPLE, Exh. (17.1) to just take CRIPPLE HELPLESS BLACK PEOPLE'S HOMES. I will investigate how this Judge accumulated \$11 million dollars on a JUDGE'S SALARY, I demand to see where all that money is from. This is the Bank that served my law suit by an official Servicer acknowledged by US BANK

which by Florida Statue they had only 20 days to answer but they never answered for six months while we're trying to Default them the whole time, yet JUDGE VALERIE MANNO SCHURR with her millions of dollars Conflicts of Interest helped US Bank by not ever Defaulting them no matter what the laws and rules say I really don't stand a chance in this fight because the referee (JUDGE SCHURR) is being paid by my Opponents to Rule only in their (US BANK'S-GOLIATH'S favor I AM DESTROYED and CRUCIFIED by these wicked Animals who break all the Laws and kill BLACK PEOPLE and hold themselves not GUILTY by these CROOKED EVIL JUDGES like JUDGE VALERIE MANNO SCHURR and I know they are Plotting to KILL me right now, K.J.V. BIBLE=ZECHARIAH 11:5!!

2. **Check out Judge JOHN SCHLESINGER** the Worst Conflict of them all. In this Criminal Conspiracy because in his Final Judgement Order, of Dec. 19th, 2017. Judge SCHLESINGER review of the record and Exh.(63). Must be Arrested and Recuse himself and void all of his Orders for an open obvious Conflict of Interest and the worst of them all because he's doing all his business with US Bank and is now with \$28,000,000.00 from U.S. Bank and their Bankster Partners and helping them and himself make money by Foreclosing and taking (stealing) our and probably others property for U.S. Bank while acting as the Judge on the U.S. Bank's Cases like our property, not on the Case's Merits to make him and U.S. Bank money Illegally. Here's proof. Judge JOHN SCHLESINGER is doing business with US Bank Judge SCHLESINGER and has the worst record of all the money Conflicts of Interest that I have found out about. Because in his 2016 and 2017 (Exh.64 and Exh. 65) he got \$28,000,000.00 in Assets because of U.S. Bank as seen on page 2

3. **On his Form 6 Full and Public Disclosure of Financial Interest** page 2. See line 4 he got with Santander Bank \$750,000 and Santander is SBA, Exh. 66. Which is US Bank, Exh. (2 and 74). **On his Form 6 line 5 SCHLESINGER** did with First Citizens Bank \$624,000.00 And first Citizens Bank is the Royale Bank of Scotland, Exh. 67 which is the Royale Bank of Canada, Exh. 68 Which is US Bank. Exh. (69). **On his Form 6. Line 6** He got \$5,236,472.00 from Morgan Stanley Brokerage Account which is J.P. Morgan Bank, Exh. 118. Which is U.S. Bancorp Exh. 70. And U.S. Bancorp is U.S. Bank, Exh. 71. **Judge SCHLESINGER on line 7.** Got \$286,148.68 with State of Florida Deferred Compensation, which is Voya and AIG, Exh. 72 and Voya and AIG is U.S. Bank, Exh.12. **On line 8 he got** \$523,843.91 with Federal thrift Savings Which is the SBA Exh. 73. Which is U.S. Bank, Exh.(74). **And on line 9 he got** \$11,019,286.66 with Evensky and Katz which is the Advisor side of US Bank, Exh. 75 and Exh. 64 page 2. During the months of our 2017 Trial against US Bank and got over \$19 Million two years in a row 2016 and 2017 from US Bank, through U.S. Bank and its Bankster Partners. Judge SCHLESINGER all while presiding over our Case has made millions and millions of Dollars from US Bank.
4. **And we have Judge Miguel M. De La O** who ruled on our Case in 01/09/2019 Exh. 114 and is doing business with CITIBANK as seen in his FORM 6 From Tallahassee FULL AND PUBLIC DISCLOSURE OF FINANCIAL form 6, he got on line \$300,000.00 from CITIBANK Exh. 16. And on his 2018 Form 6 page 3. On line 11. he got Discover Savings Account with \$111,432.71 and Discover Savings Account is CITI BANK is CITY GROUP Exh. 17, CITI GROUP is MORGAN STANLEY Exh. 18, and MORGAN STANLEY is US BANCORP, Exh.19, and US BANCORP is US

BANK Exh. 5. Which is a major Conflict of Interest. Who he has ruled in favor of Exh. 23. That is a Conflict of Interest against us so he must be Arrested and recuse himself and vacate his Order, Exh. 24.5. so De La O must be Arrested and overturned or Recuse HIMSELF and VACATE HIS ORDERS against us, Exh. 23.

5. And we have Judge Veronica Diaz who ruled against us 06/02/2020 Exh. 115 but says that WELLS FARGO BANK on her form 6 full and public Disclosure of Financial Interest is a Bank she's doing business with, because she's doing business with J.P. Morgan and helping them to make money so that she can make money by Foreclosing and taking our property while acting as the Judge to take the property and motion on the Merits of the Case but for her and them to make money Illegally. Here's Proof: In her Form 6, from Tallahassee called **FULL AND PUBLIC DISCLOSURE OF FINANCIAL INTEREST** Exh.24. Says lines

1-

6. Judge Veronica Diaz is doing Business with Wells Fargo as an Asset of \$174,312.00 And WELLS FARGO BANK IS U.S. BANK, Exh.35 And 36. U.S. Bancorp which is J.P. Morgan. 1. Her ICMA 401K has an Asset of \$180,296.00. And her ICMA 401K is Wells Fargo, Exh.45,46,47,48,49 and 50. Her \$10,500.00 Audi car and her \$4,800.00 Audi Financial Asset is either Audi Fargo or Wachovia, which is why I am Subpoenaing her record Exh.58, 59. And 60. Wachovia is Audi, Exh.54 and Wachovia is Wells Fargo Exh. 51, 52, 53 and Wells Fargo is US Bank, US Bank is U.S. Bancorp which 7. is J.P. Morgan Exh.36 and 46 Her Navient Student loan is Wells Fargo and Wells Fargo is US Bank, Exh.35 and 36. Navient is also JP Morgan, Exh. 61 and JP Morgan is Morgan Stanley, Exh.33 and 34. And Morgan Stanley is US Bank, Exh. 55 and 56. 1. On 11/19/19 Defendant Judge VERONICA DIAZ issued an order Exh.62. There was

and is no hope to win against the MORTGAGE BANKSTERS when these JUDGES are their MONEY MAKING PARTNERS.

8. And we have Judge SAMANTHA RUIZ COHEN who ruled in favor of U.S. Bank in our Case 05/12/2021 also has the same Conflict of Interest, On her 2021 Form 6 FULL AND PUBLIC DISCLOSURE OF FINANCIAL INTEREST with Wells Fargo which is U.S. Bank. On line 3 she got \$162,130.00, line 4. \$32,695.84, line 5 \$896,316.65 Exh. 10, all with Wells Fargo and Wachovia owns Wells Fargo which is U.S. BANK, Exh. 11 and Exh. 4 And on the Form 6 for 2021 she got on line 2. For Voya Retirement \$221,156.57. and Voya Retirement US Bank, Exh.12. And 2021 Form 6 on line 6. BMW Financial got \$10,152.00, and BMW Financials is US Bank, Exh. 13. And on the Form 6 of 2022. She got with Wells Fargo on line 4. \$137,506.36, line 5. \$153,455.04, line 6. \$54,410.00, line 7. \$6,208.70, line 12. \$874,506.74 Exh. 14, All with Wells Fargo and Wachovia owns WELL FARGO which is U.S. BANK, Exh.11. And on her 2022 Form 6 she got Voya Retirement line 8. \$251,663.08. and Voya Retirement is US Bank, Exh. 12. And on her 2022 Form 6 on line 13 she got with BMW Financial \$4,512.00 and BMW The Financial is US Bank, Exh. 13. All adding up to \$2,804,727.01: Judge Samantha Ruiz Cohen is Doing Business with U.S. BANK, US BANCORP, WACHOVIA, WELLS FARGO, VOYA FINANCIAL AND BMW FINANCIAL WHICH IS ALL U.S. Bank which means U.S. Bank is Samantha Cohens whole way of making money other than her Judge's Salary this is Why she
9. has ruled in favor of US BANK Pursuant to Florida Stat. 112.131, Florida Rule 2.160 (H) and Federal Rules of Civil Procedure Rule 60, Plaintiff MAURICE SYMONETTE hereby files this Motion for Relief & Recusal and supporting Memorandum regarding

- the_05/12/2021 Samantha Ruiz Cohen review of the record and Final Judgement Order, Exh. 15.

9. **Next, we have Judge Vivianne Del Rio** because she just did the last Order to do a Foreclosure sale on our property 06/21/2022. But must be arrested for an open obvious Conflict of Interest to do Home Title Fraud. Because she's doing business with US Bank who's doing all the fraud to steal Homes and helping them to make money so that she can

- 10. make money by foreclosing and taking (stealing) our property while acting as the Judge on the Case on our Property, not on the Case's Merits but for to make her and them money Illegally. Here's Proof:

In her Form 6 Affidavit Oath from Tallahassee called **FULL AND PUBLIC DISCLOSURE OF FINANCIAL INTERST** says:

1. Form 6 for 2019 on line 2., 0. She got \$750,215.00 with FRS which is Financed By the SBA. Exh. 1. Which is U.S. Bank, Exh. 2.
2. Exh..(0). On line 3 she got \$15,403.00 and on line 4 she got \$5,691. Doing business With AIG, which is J.P. Morgan, Exh. 6, 6A, 6B, 6C, 6D, 6E, 6F, JP Morgan which Is U.S. Bancorp, Exh. 4,19. And U.S. Bancorp is U.S. Bank Exh. 5 and 5B.
3. Exh. (0). And on line 4 she has \$44,000 with E-Trade which is Morgan Stanley Exh.3 and Morgan Stanley is J.P. Morgan, Exh. 87 and Exh. 118, 118A, 118B, 118C And 118 D Page 1 and Page 2. Which is U.S. Bancorp, (Exh.4,19). And U.S. Bancorp is U.S. Bank Exh. 5 and 5B. Which means U.S. Bank is JUDGE VIVIANNE DEL RIO according to her Form 6 Signed by her Affidavit of Financial interests whole way of wealth making money and who partners with her in almost all assets she owns other than her Judges salary is U.S. Bank. This is why she has ruled in favor of U.S.

BANK to give a date to sale our house 06/21/2022, Exh. 120. Against the Rule of Law and without allowing us to talk and present our Motion to Rescue and Revert back to Original Order in the Zoom hearing 05/04/2022, see Exh. 7. (Video of Hearing gods2.com Video#1), and we know she heard us trying to speak because the Transcriber of the Transcript could hear us and could hear her and the Transcriber wrote in the Transcript what we were saying as the Judge and U.S. Bank's Lawyer acted like they couldn't hear us, but the Transcriber was in a different location from the Judge and from us in the Zoom Hearing and he could hear the Judge and us and U.S. Bank's Attorneys. And the Judge could even hear the Transcriber that means the Judge could hear us. So the Judge deliberately ignored us to give the Sale Date as if we missed the hearing until we screamed out loud to listen to our Motion to Dismiss and Reconsider and revert this Case back to the Original Dismissal with Prejudice that was on the Docket, Exh. 8A and 8B. before U.S. Bank's Motion to Reset the Sale of our Property. See Exh. 8. But instead of listening to our Motion on the Record which was done because The Judge didn't want it heard on the record because it exposed them for quickly trying to take us out by Armed Eviction Sheriffs even though they're acting illegally. That's why Judge Vivianne Del Rio quickly referred us to her Assistant and would not hear our Motion. See Exh. 9 (Video on Gods2.com #2 Video – of her assistant talking to us), WHICH IS ALL DONE FOR U.S. BANK. Who has ruled in favor of US BANK. This is a Horrible Conflict of Interest. This Criminal Conspiracy Case all started with the horrible Judge VALERIE MANNO SCHURR by illegally inserting herself in this Case Here is The Proof that Judge VALERIE MANNO SCHURR started this and made MONEY to help them steal our property. Rule 1.540 (b) says (2) Newly discovered Evidence (3) Fraud and Misconduct (4) Judgement Order is void;

(5) Take the case back to the Prior Judgement (Judge Zabel's last Judgement of Dismissal with Prejudice decree, order, of proceeding for the following reasons (2) Newly discovered evidence (we discovered her Form 6 Full and Public Disclosure of Financial Interest and the Partnerships and ownerships of the Banks involved to work the Conspiracy by giving Judge VALERIE MANNO SCHURR gifts of Monies to take the property from Homeowners which by due diligence could not have been discovered in time to move for a new trial of rehearing; because we just got the records from the State. (3) This shows Misconduct and Fraud by showing that in 2008 on the Docket Mack Wells finally put in a Motion to Dismiss with Prejudice because Lawyers wouldn't follow the Judges Orders to bring in the Note Exh. (106) we also saw that Judge Zabel did a Dismissal with Prejudice in 2008 and three witnesses with Affidavits have sworn to have seen this and it was on the record with Judge Zabel's signature that typed up saying the Case is Dismissed with Prejudice 04/07/2009 as indicated on the Docket of which I now have the Red Stamp Certified Copy of the Docket see Exh. (106) line number (10) and we now found Fraud and Misconduct using Horrible Conflict of Interest in violation of Fl. Rules 2.160 That in 2008 Judge VALERIE MANNO SCHURR received Millions of dollars to change a Judgement Order so therefore all of her Judgement Orders are Void because in 2010 on the Docket Judge VALERIE MANNO SCHURR whom we have never met did a Prior Judgement over again in the same year three months later did a Dismissal without Prejudice with our Document that we prepared for Judge ZABEL to sign and we watched her sign that Order of Dismissal with Prejudice, Exh. 80 and Exh. 109 Affidavits. By erasing Judge ZABEL'S signature and signing her own (VALERIE MANNO SCHURR) signature in place of Judge ZABEL's signature which is why the Clerk who's all in on the

Conspiracy destroyed the Docket so as to hide the fact that there are two Judges Order's For Dismissal with the same fonts Prepared by Mack Wells with Judge VALERIE MANNO SCHURR's signed Judgement being last, to supersede Judge Zabel's Dismissal with Prejudice so that she could Dismiss it without Prejudice three months later which would get rid of Judge ZABLE's Order of Dismissal of the Case with Prejudice Exh. (80) as seen on the Docket line (11) this was done because the Law says that no Judge of the same Circuit Court can change the Order of the Judge in the same Circuit Court (Ford Motor Co. V, Calloway). So she made her own Order that did not Change Judge Zabel's Order exactly one year after Judge Zabel's same Dismissal with Prejudice hoping we would not check this, so that she can then therefore change only her Order of Dismissal with Prejudice to Dismissal without Prejudice in an illegal Ex Parte Hearing so that she wouldn't appear to be Criminal. This was done to save Judge ZABEL, the Lawyers and U.S. Bank/GMAC BANK from being caught in the Conspiracy to steal the property concerning Judge Zabel doing a Judgement against Homeowners without an actual Complaint or Certified Copies of the Note, Allonge, Mortgage and Assignment or as Florida Statutes states: No Judgments can be rendered until after the Original Note, Allonge, Mortgage and Assignment and all other Docs on the record yet they did that while the Homeowners where making payments to Axiom Bank on time, Exh. 108. This is a Felony and a Conspiracy. Rule (1.540(b) that says that if The Judge Recused herself any Judgements or Orders that they put in are void? This was a Conspiracy to steal the Property and get out of trouble from Federal S.E.C Fraud and crimes against the Court and the property owner to hide the MERS Fraud of lying about selling Notes on the Market as proven by the Cusipone Expert's Affidavit showing that U.S. Bank National Association As Trustee never had any ownership of

the Leroy Williams Mortgage because Axiom Bank sold the Note to Fidelity Strategic Fund which is on the Market until today, Exh. (89) and when you do the SEC Edgar search under US Bank National Association as Trustee there is no Axiom Note in their Pool of Notes Exh. (117). ALL OF JUDGE VALERIE MANNO SHURR'S DISMISSALS ARE VOID AND MUST REVERT TO THE ORIGINAL DISMISSAL WITH PREJUDICE AND SHE MUST BE ARRESTED. JUDGE VALERIE MANNO SCHURR admits to these crimes by Recusing herself from MAURICE SYMONETTE's Case who asked her to Recuse for Crimes of misconduct, Exh. 110. And Conflicts of Interest see Exh. (77). According to Rule 1.540 (b) (c) (d) (e) That the Judgement, or Order has a prior Judgement of Dismissal with Prejudice on the Docket of Case Number 07-12407-CA01 line (10 and 11) and that Judgement of Dismissal with Prejudice must be returned to Dismissal with Prejudice and void and or strike the 2007- 12407-CA01 and 2010-61928-CA01 Case because Judge VALERIE MANNO SCHURR Recused herself because I brought this to her attention that she did this Crime and Scheme. This title must be cleared and also because she did not default them when it took them 6 months to answer my Lawsuit that must be Defaulted but wasn't Defaulted because Judge VALERIE MANNO SCHURR helped them because as stated in her form 6 Affidavit of FINANCIAL INTERESTS, Line 6. City National Bank gave her \$400,000 which is business partners with U.S. Bank, GMAC, Royal Bank of Canada, which is Wachovia and Wells Fargo, which is U.S. Bank are all Business Partners and one big happy Family this is a Horrible Conspiracy and Conflict of Interest to steal Property from helpless Black People with this Racism and Discrimination in the utmost. And then we have Judge Carlos Lopez who did his last Order to do a Foreclosure sale on our property on 09/01/2023 and also must be arrest for an Obvious Conflict of Interest Judge Carlos Lopez

Financial Interests & Property Disclosures and taking (stealing) our property while acting as the Judge on the case on our property, not on case's Merits but for to make him and them money illegally. Here's proof: In his Form 6, from Tallahassee called FULL AND PUBLIC DISCLOSURE OF FINANCIAL, form 6 for 2021 it Says on line 4. of page 3. that he got two million seventy seven nine hundred and forty nine dollars (\$2,077,949.00) CASH with Iberia Bank, Exh. D. Which is First Horizon Bank, Exh.E and First Horizon Bank is Suntrust Bank Exh. F, which is US. Bancorp/ US. Bank, Exh. H. and Exh.H2 On line 9 of his Form 6. Exh. D. Lopez got \$650,000.00 from Regions Bank who's doing business with Wells Fargo Exh. Z9. Which is US Bank Exh.H2 Also Regions Bank can be traced to US. Bank because Regions is JP Morgan, Exh. Z10. And JP Morgan is BlackRock, Exh. Z11. And BlackRock is US. Bancorp/ US. Bank, Exh. Z12. He also got \$1.8 Million with BBC REALTY Holdings who is partners with Trexstay exh. Z13 who are the ones that came back to our house offered us \$2Million for the house And said were going to get the house anyways Judge Carlos is our Partner and he's the Judge Foreclosing you! So Trexstay buys the Foreclosed homes that their partner Judge Carlos Forecloses especially now because Governor Ron Desantis Just passed a law to Build properties 15 stories high on the lake so Judge Carlos is Foreclosing an Buying to make a profit off your Homelessness like they did a Crippled Black Man & a Vet and a Vets Homestead Home./.[And Judge Carlos Lopez shower his Racist Biasedness against us BLACKS by allowing a hearing to go on while the Defendant was very Sick an Incapacitated and couldn't hear or talk he wanted a day or two to get a Lawyer to represent him now because he normally goes PRO SE. but this is so horribly Racist that to steal our property he gave a sale date very quickly as if we were wasting the time when a Docket from 2007 until now shows that they were the ones wasting time, Z13 and Z14 of the 2007-12407-CA01 to avoid showing that they don't have a legal Allonge they have never in the full 16 years of this Case brought in proof that they own the Note legally and even Judge Rodriguez says this Case has legs and would'nt allow them to dismiss my Case for Quiet title seeDocket 2021-10826-CA01. Oh but I'm coming after you on T.V., Radio and News Paper you will be destroyed to keep you from just stealing from us and stop us from defending ourselves as seen on the Transcript and on the Video WITH THATJUDGE

CARLOS LOPEZ TELLING US that he was going to give us a Hearing date before the stinking Foreclosure Sale to just give our house away to these evil Cannibal Werewolf Attorneys I am ELAM the last Judge Vivian Del Rio after seeing our motion to Recuse Herself for Money Conflicts of Interests first said she would give us a hearing to Dismiss US Bank's Fake Foreclosure before the Sale Date would be placed on our home see Transcript page 5-7, Exh. Z6. And then she Recused herself, Exh.S. and closed the Case a day later after seeing that Judge Valerie Manno Schurr the judge who started this whole fake Case also Recused herself for money Conflicts of Interest. Exh. R. and now another Conflict of interest Judge Carlos Lopez is being used by these Low Life Thieving Lawyers to have the Nerve to just outright illegally take our Home that we were not late on payments on, they don't have a Legal Allonge on and they got the wrong Bank's Assignment to the Mortgage this is unbelievable! You Stinking Lying Lawyers are all going to Jail I Promise you that! Clerk of Courts Harvey Ruvin is also helping the Steal of Property In his Form 6, from Tallahassee called FULL AND PUBLIC DISCLOSURE OF FINANCIAL, form 6 for 2010 it Says on line 7 from the bottom that he got \$315,000.00 with Wells Fargo Bank, Exh. H1. Which is US Bank Exh. H2. And on administrative Judge Bailey's Form 6, from Tallahassee called FULL AND PUBLIC DISCLOSURE OF FINANCIAL, form 6 for 2018 it says on line 8 from the bottom she got \$222,000 also from Wells Fargo Exh.H3 which is US Bank Exh.H2 Who has ruled in favor of US BANK. This is a Horrible Conflict of Interest against us and there's more.

JUDGES WITH A CONFLICT OF INTEREST FROM DEUTSCHE BANK

Judge Thomas Rebull 10/30/2019-----Made \$656,000.21 from Deutsche Bank

Judge Marcia Cooke 1/17/2020-----Made \$15,000 from Deutsche Bank

Judge Monica Gordo 8/31/17-----Made 1,035,472.00 from Deutsche Bank

Judge Valerie Schurr between 2008-2010-----Made over \$11 Million from US Bank

**On 15020 S. River Dr. Miami Fl. 33167 and 1977 Ne 119th Rd. Miami Fl. 33181
EXH. A**

1. All the Judges on this Case were being Paid and were benefitting from the Foreclosing

Bank this is very Serious CONFLICTS OF INTEREST. WE never stood a chance from the

2. top down the deck was stacked against here's proof of each of the four Judge's CONFLICTS OF INTEREST even the Administrative Judge JENNIFER BAILEY who when Judge Thomas Williams Recused himself from this Case sighting CONFLICTS OF INTEREST this Administrative Judge who also has the same CONFLICTS OF INTEREST.

3. appointed Judge Allen Fine who also has the same CONFLICTS OF INTEREST, in this Case, Exh.(1.3) Judge MONICA GORDO who did the Order to Dismiss our Motions to Dismiss even showing her that we were on time with our payments six Months after Foreclosure Suit was filled on us without Notice to us and that DEUTSCHE did not own the Note and Mortgage and had filed the Suit before the Assignment in violation of Mclean V. JPMorgan "saying you can't foreclose before you Own the Note". But guess what this Judge also has the same CONFLICTS OF INTEREST, in this Case, Exh.(1.4) Judge MARCIA COOKE must Recuse herself for an open obvious CONFLICT OF INTEREST because she's doing business with DEUTSCHE BANK N.A. TRUST CO. and helping them to make money so that she can make money by Foreclosing and taking (stealing) our property while acting as the Judge on the Case on our property, not on Case's Merits but to make her and them money Illegally. Head of Miami Dade County Clerk of Courts, Records and Dockets has a Conflict of Interest

on his 2011 Form 6 From Wells Fargo in the Amount of \$315,000.00, which is US Bank Harvey Exh179. Judge Marcia Cooke must Recuse herself for an open obvious Conflict of Interest because she's doing business with DEUTSCHE BANK N.A. TRUST CO. and helping them to make money so that she can make money by foreclosing and taking

4. Judge Friedman Dismissed our QUALIFIED WRITTEN REQUEST (QWR) Motion to Dismiss this Illegal case even after Judge Friedman Ordered Deutsche Bank to bring in the Mortgage and Note of which they never did and yet he Ordered in their favor Judge Friedman has the same CONFLICTS OF INTEREST, in this case, Exh.180.

Rebeca Sosa has a Conflict of Interest on lines 4 and 5 of page 3 of her 2021 FULL AND PUBLIC DISCLOSURE OF FINANCIAL INTEREST from InterAmerican bank which is Citi Bank \$2,695.74 on line 4 and \$1,510.11 on line 5. City Bank is City group which is Morgan Stanley. Who is U.S. Bank Javier D Souto has a Conflict of Interest on line 7 of his 2020 FULL AND PUBLIC DISCLOSURE OF FINANCIAL INTEREST \$20,000 from Ford which is General Motors which is Deutsche Bank. 131 Federal judges just got caught with Conflicts of Interest and went to Jail. NOW I'M REPORTING JUDGE SCHURR TO THE ADMINISTRATIVE JUDGE BAILEY WHO APPOINTS JUDGES TO CASES, GOVERNOR DE SANTIS, THE JQC, THE BAR, THE US DOJ, THE FBI, THE FLORIDA STATE ATTORNEY

5. Judge Mindy A. Mora Dismissed our Bankruptcy Case even after we proved that U.S. Bank had no Allonge, Mortgage, Assignment that was Valid to present to the Court to prove that they had any ownership of the Note. In Judge Mindy Mora's Financial Disclosure Report in 2020 she got \$100,000.00 from Citi Bank Exh. (D) on page 4 line 3 who's doing business with Citigroup Exh(E1)

which is Royal Bank of Canada Exh.(E2) who is doing business with TD Bank, which is Wells Fargo Exh. (F) and Wells Fargo is U.S. Bancorp which is U.S. Bank Exh.(G).

**SECOND CAUSE OF ACTION JUDGES AND OFFICIAL'S CONFLICTS OF
INTEREST IN VIOLATION OF FEDERAL RULE OF CIVIL PROC RULE 60,
FLORIDA RULE 2.160 (A) (D) (H) (1) (4), FL. CODE JUD. CONDUCT CANON
3E(1) FL. STAT. 112.312 (8)**

Ruvn also was unjust for taking our Documents off the Docket, but leaving the Banks documents and Motions on to make it look like they have standing and Evidence of ownership when they absolutely have nothing at all and can never come up with Note because they outright just don't have it. Along with that Harvey Ruvn allowed Documents that have blacked out Signatures to be Filed and Recorded into the Docket and Records Department Completely Illegal! Florida Rule 2.160 (H) says A Judge must vacate her orders for Conflict of Interest LIKE THE ORDERS JUDGE VALERIE MANNO SCHURR DID IN THE ILLEGAL EXPARTE HEARING 06/25/2010 WHERE SHE CHANGED THE ORDER OF DISMISSAL WITH PREJUDICE TO DISMISSAL WITHOUT PREJUDICE AND MUST RETURN THAT BACK TO DISMISSED WITH PREJUDICE TO DISMISSAL WITHOUT PREJUDICE AND MUST RETURN THAT BACK TO DISMISSED WITH PREJUDICE AND ALL HER OTHER ORDERS SHE DID IN THE NEW CASE 2022, WHICH SHE ADMITTED WHEN SHE RECUSED HERSELF FOR CRIMINAL CONFLICT OF INTEREST. Theodore R. Bundy V. Judge John A. Rudd Fl. Rule 2.160 (D) (1). Fl. Code Jud. Conduct Canon 3E(1) A Judge shall disqualify herself where impartiality might reasonably be questioned Rule 2.160

(D) (1) and grounds to disqualify is a party fears that the Judge is Biased, Fl. Statute 112.312 (8) and Judge can't have a conflict of Interest! Fla. Stat. 112.312 (8)(9). Rule 2.160(H) and FRCP Rule 60, relief from Judgement or Order and to Vacate Order There is to be no conflict of Interest with the Judge Mistake, inadvertence, surprise, or excusable neglect;

(1) Newly discovered evidence that, with reasonable diligence, could have been discovered in time to move for a new trial under Rule 59(b): And the Plaintiff against

(2) DEFENDANTS. LIKE Fraud whether previously called intrinsic or extrinsic, misrepresentation or misconduct by Opposing party. A judge is expected to Recuse themselves according to Fla. Code of Jud. Conduct, Canon 3E (1), Fla. Rule 2.160(A) (H), Fla. Statute 112.312 (8) and pursuant to 2.160 (H) Recusal is mandatory in "any proceeding in which Judges impartiality might reasonably be questioned" Under Fla. Code Jud. Conduct, Canon 3E (1) and § 455(b), a judge is expected to disqualify herself whenever any of the five statutorily prescribed criteria can be shown to exist in fact; even if no motion or Affidavit seeking such relief has been filed, and regardless of whether a reasonable person would question the judge's impartiality. Fla. Code Jud. Conduct, Canon 3E (1), Fla. Rule 2.160 (A) (H), Fla. Statute 112.312 (8) and Section 455(b) he shall also disqualify himself in the following Circumstances Pursuant to Fla. Code Jud. Conduct, Canon 3E(1), Fla. Rule 2.160 (A) (H),

(3) He knows that he, individually or as a fiduciary, or his spouse or minor child residing in his

(4)(d)(4) "financial interest" means ownership of a legal or equitable interest, however small proceeding, or any other interest that could be substantially affected by the

outcome of the proceedings Statute 112.312 (8) and Federal Rules of Civil Procedure Rule 60,

THERE IS ABSOLUTELY NO LANCASTER NOTE AT ALL

A.) Because Leroy Williams did not go to the Closing and did not sign the Notes to LANCASTER BANK, so then the Note was never Assigned to MERS, **Exh.206.**

B.) Assignment must be recorded within **30 days F.S. 494.0075 3. (3)** our Assignment WAS RECORDED 1 YEAR AND 5 MONTHS AFTER THE SALE/CLOSING, The Assignment conveyed, sold and signed 10/20/05 **Recorded 03/21/27, Exh.207.** C.)

Because MERS never got a Legal Assignment from Lancaster Bank because there was no Leroy William's Mortgage Note that existed. So MERS did not Assign the Mortgage Note to Deutsche Bank. Which shows that this EVICTION is ILLEGAL THEFT OF THIS PROPERTY, we actually have no rights to own property. here's more proof. D.)

If Mortgage Note is not recorded by 1 year the Mortgage Note is void. This Note was never signed and never Recorded with Leroy Williams signature from 10/20/05 until today so Mortgage Note is void . And in violation of F.S. 695.01. and see: **Exh. 208.**

E.) The Mortgage Note has a space in the right corner of Mortgage Note for the preparer of the Note where the name and post-office address of the natural person who prepared the instrument or under whose supervision it was prepared are legibly printed, typewritten, or stamped upon such instrument; this Note is void. And in violation of F.S. 695.26 (1) (b).F.) And then the Note was Conveyed illegally by Lancaster Bank to Mortgage Electronic Registration Systems (MERS) with no thirty day or any notice As required by Florida which renders Note unenforceable and void. F.S. 701.02(1)(2)(3).

Notice requirement - The borrower must be giving 15-30 days notice before note is sold or assigned to another entity. (**RESPA Law 12 U.S. CODE § 2605**) the Mortgage Note signed 10/20/05 and the Assignment was on the same day of Sale without required Notice also in the original fraudulent mortgage note **PAGE 11 number 20** states that the sale of note or change of services the borrow must be given notice according to RESPA law which is 15 to 30 days. But the fraudulent Assignment was signed Oct. 20th 2005, **Exh.209.** the same day as the fraudulent closing, written on the front page of the Mortgage Note, **Exh. 210.** which makes this Assignment void .F.S.

701.02(1)(2)(3) Assignments must be recorded within 30 days according to Florida STATUTE 494.0075. 3(2) (3). This Assignment was recorded two years after sale was illegally signed, **Exh. 211.** this Assignment is totally void.) If Assignment is not recorded by 1 year the Assignment is void according to Florida Statute 695.01. The Assignment was signed and notarized Oct. 20th, 2005, but was recorded May 21st 2007, one year and 5 months later. **Exh. 212.** But the Judges let BLANK ROME Attorneys use this Void Assignment to Foreclose because they were all colluding (Mclean v. JPMorgan) says you can't foreclose before you own the Note! The Assignment from MERS to Deutsche Bank is Void because assignment was made after foreclosure started 06/20/07, **Exh. 213.** and the MERS Assignment to Deutsche Bank was 08/22/07, **Exh. 214.** and (Mclean v. JPMorgan). But the Judges let BLANK ROME Attorneys use this Void Assignment to Foreclose because they were all colluding.

**ILLEGAL FAKE NOTARY PUBLIC VOIDS OWNERSHIP ON MORTGAGE
NOTE**

The Notary on the Mortgage Note is a VOID. The Notary stamp must contain commission or ID number, to identify the person if needed to verify or in court, (Our Mortgage Note for 1977 address has no commission or ID number that's at all Legible to hide their thievery see page 15 of the MORTGAGE Note of Record. in violation of F.S. 117.05 (3)(A) and F.S. 695.26 (1). This Mortgage Note does not have proof of identity of signer as required in violation of F.S. 117.05 #(5) and (5)(a) see Exh.

215. page 2. at middle of the paper. The Notaries name must be printed under their signature, on 1977 Mortgage Note there is no printed name under the Notary Public signature in violation of the fake Assignment to MERS. Is void of see Exh. 216. Page 2. F.S. 695.26 (1) (D) (E). New Jersey notary stamp rules is the same as Florida rules, the New Jersey notary of 2005 looks totally different from the Fraudulent one on our Mortgage note, Exh. 217. and 218. The State of New Jersey Notary stamp on our mortgage assignment is a COMELETLY MADE UP FRAUD! Exh. 219. page 2. and is a punishable felony, s.775.082 775.083 or S.715.84. Fake Notary done by Conspirator Partner REBECCA GONZALEZ ILLEGAL FAKE NOTARY PUBLIC VOIDS OWNERSHIP ON MORTGAGE ASSIGNMENT Must have at least one witness. There is no with witness on our Mortgage Assignment in violation of, F.S. 117.05 (b) 1.a.b.c.d.e. see Exh. 220. page 2. the Assignment is void. The Notary on the Assignment is a fake. The Notary

- (1) stamp must contain commission or ID number, to identify the person if needed to verify or in court, (Our Mortgage Note for 1977address has no commission or ID number to hide their thievery in violation of F.S. 117.05 (3)(A) and F.S. 695.26 (1). see Exh.221. PAGE 2. The name of each person who executed such instrument is

legibly printed, type written, or stamped upon such instrument immediately beneath the signature of such person and the post-office address of each such person is legibly printed, typewritten, or stamped upon such instrument in violation of F.S. 695.01 (1) AND F.S. 695.26 (1) (a) and F.S. 494. 0075 (5) and F.S. 701.02(1)(2)(3) Exh.222.

NEVER BEHIND ON PAYMENTS

We were making payments to EMC Mortgage see: Exh.223 - 224, what was the Alexander Morera Mortgage Note because the buyer Leroy Williams from seller Alexander Morera closing did not happen and then EMC Mortgage Transferred the Note to Indy Mac Bank, Exh.225. We made payments to Indy Mac Bank Exh. 226 - 227. We were making those payments far after Deutsche Bank filed the no Due Process of Services Notice Foreclosure h up until they got the Default Judgement against us we paid EMC, Exh. 228 - 229 then the new bank Deutsche bank some how stop taking our on time Payments And refused to take payments from us after they secretly got a j. And now this new Bank who have harassed us, helped sink my boat in my back yard, Gods2.com #10 A. and broke into my house and stole from us, see police report Exh.230. And now this Fraudulent Deutsche Bank is now Evicting us from the house Exh.231. with the help of the Clerk of the Courts. See video of Clerks have allowed unsigned Notes like ours to be illegally recorded and then banks foreclose on u with no Note even if you are paying on time with the help of the judge who without seeing the Note that is Completely FRAUDULENT Blacked out signatures from the Dade County Records Dept. WOW Gods2.com at the top of the web site # AA. and

AB.. They must be stopped!!!! this EVICTION IS ILLEGAL AND I JUST TO THE FTC TO PRESIDENT TRUMP'S NEW BANK FRAUD TASK FORCE!!! HISTORY OF THIS FRAUD AND HOW THEY DID IT! The property was quit claimed by owner Alexander Morera over to Tanna Carter, James Buckman and to himself (ALEXANDER MORERA) 10/01/04, **Exh.2 32** . We had a lease with an option to buy for 14,000.00 a month, **Exh.233**. All. before Lancaster Bank Fraudulently Recorded an unsigned blacked out Mortgage Note **Exh. 234**. And before the so called sale to Leroy Williams, and Alexander Morera, Tanna Carter and James Littlejohn quit claimed it over to James Littlejohn and Leroy Williams 12/06/04, **Exh.235**. Then Leroy Williams quit claimed it solely to James Littlejohn 07/08/06, **Exh.236**. James Littlejohn then Quit claimed it back to himself, Robert Clark and Leroy Williams on 02/05/2008, **Exh.237**. And James Littlejohn, Robert Clark and Leroy Williams quit claimed it to James Littlejohn, **Exh. 238**. lastly James Littlejohn quit it to Maurice Symonette, James Littlejohn and Micahiel Nicholson 01/01/07, . **Exh.239**. There was supposed to be a Sale Closing on the house but Leroy Williams did not show up and Alexander Morera did not show up because he quit Claimed the property before the so called closing date and could not be found. After arguing. Alexander Morera and Leroy Williams did not sign the Notes and the closing Docs, but somehow the title company or some one kept the money. The Proof of this is Attorney Title Insurance Fund (**ATIF**) sued Flamingo Title Services Inc. who was supposed to do the closing on the house. **ATIF** Accused them of keeping the money from the closing that did not happen with Leroy Williams, **Exh 240 - 246**. WHICH WAS SOMEHOW RESOLVED between Flamingo Title and Title Insurance Company, see **Exh. 240. & 241**. On the same day of Oct. 20, 2005, and a letter had come to tell us that they would not be accepting payments

from us to our former bank and that it would be going to Indy Mac Bank and we were making the payments to Indy Mac and then three months later Deutsche Bank filed a foreclosure against us that we didn't know they had filed which is no Due Process and then suddenly Deutsche Bank sent a payment money back to us and then told us that they would not be accepting payments from us anymore because they were foreclosing on us but we were paying EMC and Indy Mac Bank and we replied to them to prove their dept. **Exh.247**. We had no idea who Deutsche Bank was and that they were foreclosing on us, we found out Deutsche bank was assigned the note by MERS **Exh.248**. and without Noticing the buyer as required by RESPA 12 U.S. CODE § 2605 and According to F.S. 701.02(1)(2)(3) and also in the original fraudulent mortgage note **PAGE 11 number 20** which states that the sale of the note or change of servicer the borrow must be given notice according to RESPA law 15 to 30 days Florida Statute MERS got the Note from Lancaster bank but Lancaster never had a closing with Leroy Williams. Notice requirement - The borrower must be giving 15-30 days notice before note is sold or assigned to another entity. (RESPA Law 12 U.S. CODE § 2605), F.S 701.02 (1) and also in the original fraudulent mortgage note **PAGE 11 number 20** states that the sale of note or change of services the borrow must be given notice according to RESPA law which is 15 to 30 days. But the fraudulent Assignment was signed Oct. 20th 2005, **Exh.249**. the same day as the fraudulent closing, written on the front page of the Mortgage Assignment, **Exh.250**. which makes this Assignment void. (1) No instrument by which the title to real property or any interest therein conveyed, assigned, encumbered, or otherwise disposed of shall be recorded by the clerk of the clerk unless THIS MORTGAGE NOTE IS FRAUD because in #20 OF The mortgage Note it says in accordance with RESPA Disclosure after settlement

law they must give buyer 15 days before selling the Note. But they're saying they sold assigned Note the same day as settlement which voids out Assignment F.S. 701.02(1)(2)(3). THE MORTGAGE NOTE HAS NO SIGNATURES WHICH IS ALSO DADE COUNTY RECORDS CLERK FRAUD AND DADE COUNTY DOCKET CLERK FRAUD. F.S. 701.04 YOU MUST RECORD

ASSIGNMENT WITH 60 DAYS, our Assignment was signed Oct. 20, 2005 but recorded 03/21/07 = Void their is no address or Legal description on the Note. Wherefore Plaintiff seeks relief as accorded by the applicable Statute, including, but not limited to: Statutory Compensatory damages for each separate **violation** according to proof; Exemplary damages for each separate violation based on the net worth of the Defendants on their own behalf, and on behalf of the co-defendants; Declaratory relief, including permanent injunctive relief, prohibiting these defendants, or any of their agents or assigns, from any further breaches of the statute; Reasonable attorney's fees and court costs according to proof, Such other and further relief as the court deems just and proper. Pursuant to §768.72 (2002), SLA. STAT., Plaintiff reserves the right to amend this complaint to add a prayer for punitive damages upon a showing by evidence in the record providing a basis for recovery of such damages.

THIRD CAUSE OF ACTION VIOLATION OF FL. STAT. 823.11 AND 705.101.6 AND NORTH MIAMI ORDINANCE 10-19 CITY NORTH MIAMI BY ORDER OF US BANK TOOK MY \$2 MILLION YACHT GODS2.COM VID. 40 VIOLATION OF THE 1964 DISCRIMINATION ACT AND FL STATUTE 775-085. HATE CRIME LAW

The City of North Miami Violated the 1964 Discrimination Act by violating Mr. Symonette's constitutional rights in the form of threats, intimidation and coercion from John Quirino of Quirino Construction, City Manager Larry Spring, City of North Miami Police Department and Sea Tow. Mr. Quirino who also said to Mr Symonette that, "Niggers cannot own Yachts, that they will sink black owned Yachts to take them". Mr. Quirino and his wife called Mr. Symonette to his face a "Nigger" and said they wanted to blow up his house for having a Yacht and being here, I have a right to live a decent life as I please without being called a nigger they should pay for calling me a nigger see (People v. Mackenzie) No. H011813 decided may 9, 1995 the 6th district court of California Judgment against Mckenzie for calling neighbors niggers they should pay a \$5000.00 fine. The City of North Miami Police Department, and the City of North Miami City Manager Larry Spring said that MY NEIGHBOR Quirino Ordered him to remove my Yacht, so with the Approval of City Attorney Jeff H Cazeau by way of Police intimidation and coercion illegally seized Mr. Symonette's Yacht. The above also committed a Hate Crime against Mr. Symonette, according to FL Statue 775-085. Because I am a Black Man and a Black Conservative who on Radio and TV that I was going to get a Loan on my Yacht and Finance the Black Republicans to help Republicans win and Finance our VET. Event called the AGA Awards with the City of MIAMI and the MILITARY with Lt. Col Colmenares the Homeless Veterans Foundation of the City of Miami, to finance their yearly Stand Down to help VET. needs, Wounded VETS. and to House Homeless VETS. And our moto is all People Latin, Black and White must Unite See AmericanGala.com. But right after the announcement I GOT A STRANGE CALL SAYING LET'S SEE IF YOUR SUNKEN YAHT CAN GET YOU THAT LOAN NOW! Then next I got a call

from the Police that my Yacht was lipping and sinking in my back yard. We looked in the back yard and we saw someone who looked like Mr. Quirino's Son run out of my back yard to Mr. Quirino's **HOUSE NEXT DOOR**. We ran to the back to try to stop the Yacht from sinking but couldn't stop it. Then the Police came and then the Coast Guard came a little later and discovered that the brand new Yacht water pumps were all Disabled by disconnecting the batteries and electricity power with a Diver later and all the ropes were CUT to Deliberately make the Yacht slip away from the Dock and sink away from the Dock but because the water was shallow the Yacht only sunk the first floor of the four story Yacht and did not fully sink just hit the dirt with two and a half stories still above water. The Ropes were not popped from water weight they were knife CUT. I had the rope tied to the Dock in a way that if the Yacht sank it would lean towards the house and Dock that the Yacht could easily be pumped out and refloated as taught to me by Yacht Captain Bill because this happened to me before as a lesson well learned. That's why the water pumps were all new and there was no Oil in the engines or on the floor as they have been thoroughly cleaned and I was waiting to install a new stove and a second of two Entertainment Generators. Now before and since the LAWSUIT was filed I Symonette was threatened by Mr. Quirino's son and Guys at their home keep taking pictures of me like the MOB USING HAND ACROSS THE THROAT gestures as threats on my LIFE! Wow it looks like they're going to get away with this Racism theft one of the guys said you negroes can't win dude the Courts are rigged against Blacks and rode off laughing. I have now noticed that its never WHITE GENTILES that are the Racist, its always these EAST INDIANS, PAKISTANIS, ARABS & CANAANITES acting like

White Gentiles but are not Gentiles, like Sicilians of Sicily acting like Italian White Gentiles but are really Red Dot in the Head East Indian Gypsies Ware Wolves in Sheep Clothing (looking like Gentiles but are not) these are always the actual Racist ad act out Racism on Black People and White Gentiles, See that Gentiles are not Canaanites on Gods2.com#12. I have noticed this every time that the Courts have allowed them to get away with this Racism and Theft even with real witnesses the Courts just disregards them like not humans or sheep led to the Slaughter with no rights; even if seen on video and they just take our property and lively hood like the ware wolves they are and hold themselves not Guilty using the Courts to actually Cannibalize us, Zachariah 11:5. You must Repent because the LORD YAHWEH will not at all Acquit the Wicked you will be revealed on TV, Nahum 1:3 and 2Thessolonians 2:1-11! REPENT or you and your FAMILY will be CURSED to the Body and Soul Destruction of HELL! I have Warned you this will be like the Days of Noah (they didn't REPENT and Died or like JONAH the RULERS REPENTED & LIVED). Just know that Cyrus is here and Michael is with him the two Brethren the Jew and the Gentiles which is the whole body of CHRIST 1 Corinthians 12:12-13. And we're coming for YOU this we Swear!!! And if we lose GOD will burn the Whole World (you), so it won't matter anyway! The same parties also caused Mr. Symonette great emotional distress by inflicting negligent and intentional distress by illegally seizing his Yacht because he was going to refinance his Yacht to raise money for the homeless Vets at a charity concert.

Intentional wrong doing and violation of civil rights were committed by all of the above mentioned parties. (jurisdictions have a separate tort or delict of "verbal injury", "intentional infliction of emotional distress", "outrageousness", or "convicium"), involving the making of a statement, even if truthful, intended to harm the claimant out of malice; In addition, A City of North Miami Police Officer told Mr. Symonette he had until Wednesday to move the Yacht before the City came back. Once Mr. Symonette got a crane for \$3,000 to lift the Yacht on Monday Sea Tow moved in and seized the Yacht, 2 days before the deadline. Please see Police Officer saying Mr Symonette had until Wednesday to move the Yacht. (Go to Youtube.com - Search - Unlawful Boat Seize -12:06 or Gods2.com 8A #2 — Police Officer, speaking.) John Quirino of Quirino Construction and his wife made racist remarks and called Maurice a nigger, City Manager Larry Spring, Jeff H. Cazeau and through his influence, intimidation and coercion illegally caused the seizer of Mr. svmonettes Yacht which also caused Sea Tow with gun and arrest power of the North Miami Police to Tow, and Destroy the Yacht. and paid \$74,450.00 then got the money off the Yacht and now want us to pay the \$74.450.00 back for the illegal Tow, the tow was illegal too because their was no Court order to take the boat so sea tow is at fault also I am asking for Sea Tow to repay Double the amount (\$74,450.00) that the City of North Miami say that they paid to Sea

Tow, (see gods2.com, press10.A then exhibit #17 video), also that Maurice Symonette was Discriminated against, the City violated his constitutional rights concerning to the first cause of action.

VIOLATION OF FL. STATUE 823.11

The City of North Miami violated the statue because the Yacht was not an abandoned and derelict vessel and it did not block the public navigable waterway. We have communicated with the 3 Agencies that the City of North Miami called to the scene to investigate. They are Fish and Wildlife, The US Coast Guard and Dade County Investigative Unit DERM and neither felt it was necessary to write up a report that the Yacht was a public or environmental hazard. Therefore none of these Agencies ordered the Yacht to be removed. For this cause we are asking for Relief and Damages. (See exhibit A2) has two reports 1. Coast Guard Report and DERM Report. 823.11 Derelict vessels; relocation or removal; penalty.—

(4) As used in this section, the term:

(a) "Commission" means the Fish and Wildlife Conservation Commission.

(b) "Derelict vessel" means a vessel, as defined in s. 327.02, that is left, stored, or abandoned: In a wrecked, junked, or substantially

dismantled condition upon any public waters of this state. At a port in this state without the consent of the agency having jurisdiction thereof.

1. Docked, grounded, or beached upon the property of another without the consent of the owner of the property. This Yacht was not an environmental hazard, did not have a hole in it and did not block a public waterway and was not in navigable waters. This was all confirmed by The US Coast Guard, Dade County Investigative Unit DERM and the Department of Fish and Wildlife because no one made a report to this effect because the Yacht was tied to a private dock and not considered a public hazard. The City of North Miami therefore violated their own ordinances by illegally seizing; Mr. Symonette's Yacht. This cause of action is one of the reasons we are seeking relief and damages in this matter. (See both Exbs.251) See City of North Miami Beach Hold the hearing concerning this on youtube type in "short on Gods2.com #8A-16. That boat was made of aluminum and worth at least \$300,000.00 in scrap metal If they sold it to a scrap metal company they are supposed to reveal that information to me in which they have not, and all this information and proof of what was said and done is on the videos that were mentioned above if the City made Money even on the

Aluminum it should belong to the owner because they took the boat illegally and a yacht that was worth \$2,000,000.00 on the appraisal plaintiff is asking for treble in damages his suffering and emotional strain, plaintiff was going to sell the boat and use the proceeds toward a show for the veterans and to bring people in to help get jobs for veterans with all this done against Maurice Symonette from the 3.

4. beginning by forcefully taking the boat without a court order and then destroying owners boat without his permission with no receipt of where they took it to be destroyed or having no receipt that they paid to Sea Tow to get it illegally towed URL <https://youtu.be/2kjeda76dly>.

VIOLATION OF THE CITY OF NORTH MIAMI ORDINANCE 10-19

The City of North Miami violated this **Ordinance** because they **used** this **ordinance** to illegally seize Mr. Symonette's Yacht. However, this Ordinance and Violation notice only states he can be fined up to \$250.00 a day. See **Exhibit 252**). A Court **Order** was never received by Mr. Symonette to give the **City of North Miami** the authorization to legally remove the Yacht. This clearly shows Mr. Symonette's rights were violated as a resident of North Miami. This Ordinance also states that the City of North Miami can help refloat the Yacht and then only

put a lien on the property. Instead of putting a Lien on the property as even suggested by the Mayor and other City Commissioners at the Commissioners Hearing on May 26th, **City Manager Springer chose to illegally seize his Yacht. (Hearing Video available)** The Ordinance also states they can only take a sunken Yacht if the Yacht sunk in public waters and was blocking the public waterway. The Yacht was not sunken only tilted in the water. It was also not in public waters or blocking the navigable waterway. (video available) This was definitely not the case because the Yacht was tied to a private dock and not blocking the public waterway. This clearly shows Mr. Symonette's rights were violated as a resident of North Miami and American Citizen.

VIOLATION OF FL STATUE 705.101.6

The City of North Miami violated this statue because Mr. Symonette had the right to claim his property within 60 days once the property was seized. He was never given this opportunity. FL STATUE 705.101.6 FT Statue 705.101.6 states:

(5) "Unclaimed evidence" means any tangible personal property, including cash, not included within the definition of "contraband article," as provided in s. 932.701(2), which was seized by a law enforcement agency, was

(6) intended for use in a criminal or quasicriminal proceeding, and is retained by the law enforcement agency or the clerk of the county or circuit court for 60 days after the final disposition of the proceeding and to which no

(7) claim of ownership has been made. Exh.(253). For this cause of action we are claiming relief and damages. Mr. Symonette should have been given has up to 60 days to get a sunken Yacht up and removed. But Mr. Symonette was only given 3 weeks to get the Yacht up and off the property before it was seized by the City of North Miami. A court Order was never received nor the Yacht sold at an auction. According to the City of North Miami Ordinance a Court Order is required to seize someone's property. See *Lozman vs City of Riviera* section II of the District Court's opinion that states that they used proper procedure Court although Mr. Lozman ultimately won the case. See below. (from actual case) II "At the outset we consider one threshold matter. The District Court ordered the floating home sold to satisfy the City's judgment. The City bought the home at public auction and subsequently had it destroyed. And, after the parties filed their merits briefs, we ordered further briefing on the question of mootness in light of the home's destruction. 567 U. S. (2012). The parties now have pointed out that, prior to the home's sale,

the District Court ordered the City to post a \$25,000 bond "to secure Mr. Lozman's value in the vessel." 1 Record, Doc. 20, p. 2. The bond ensures that Lozman can obtain monetary relief if he ultimately prevails. We consequently agree with the parties that the case is not moot". A Claim of ownership was made by Mr. Symonette immediately after the Yacht was seized. (See Exhibit 1.6 and). For this cause of action we are claiming relief and damages in treble the amount in the amount of \$6,000.000.00 million. The City of North Miami is responsible is also responsible for the seizure and destruction of Symonettes yacht, which in turn makes City Manager Larry Spring and his attorney Jeff A. Caceau responsible.

VIOLATION OF FL STATUE 760.5 i

The City of North Miami violated the statue because violations of Mr. Symonette's constitutional rights were committed in the form of threats, intimidation and coercion from John Quirino of Quirino Construction, City Manager Larry Spring, City of North Miami Police Department and Sea Tow and Westland Towing. Mr. Quirino also said to Mr Symonette that "Niggers cannot own Yachts, that they sink black owned Yachts to take them". Mr. Quirino and his wife called Mr. Symonette to his face a "Nigger" and said they wanted to blow up his house for having a Yacht. The City

of North Miami Police Department, the City of North Miami City Manager Larry Spring with the Approval of City Attorney Jeff H Cazeau by way of intimidation and coercion illegally seized Mr. Symonette's Yacht. The above also committed a Hate Crime against Mr. Symonette according to FL Statue 775.085. The same parties also caused Mr. Symonette great emotional distress by inflicting negligent and intentional distress by illegally seizing his Yacht because he was going to refinance his Yacht to raise money for the homeless Vets at a charity concert. Intentional wrong doing and violation of civil rights was committed by all of the above mentioned parties. Jurisdictions have a separate tort or delict of "verbal injury", "intentional infliction of emotional distress", "outrageousness", or "convicium", involving the making of a statement; even if truthful, intended to harm the claimant out of malice; In addition, A City of North Miami Police Officer told Mr. Symonette he had until Wednesday to move the Yacht before the City came back. Once Mr. Symonette got a crane for \$3,000 to lift the Yacht on Monday Sea Tow moved in and seized the Yacht, 2 days before the deadline. Please see Police Officer saying Mr. Symonette had until Wednesday to move the Yacht. (Go to Youtube.com - Search - Unlawful Boat Seize -12:06 — Police Officer speaking.). This Yacht is worth 2 million dollars. See Exh. 1.7 Mr Symonette believes that someone associated with the City of

North Miami might have caused the Yacht to be tilted by cutting the ropes tied to it. He also believes this because of the illegal way the Yacht has been seized. Furthermore, City Manager Larry Spring refused to give him information on how to get the Yacht back or where it is located or the **salvage records**. A civil penalty can be brought forth by the Attorney General by bringing forth a civil action for the violation of Mr. Symonette's rights. See more details of this **Florida Statue** below.

(1) Whenever any person, whether or not acting under color of law; interferes by threats, intimidation, or coercion, or attempts to interfere by threats, intimidation, or coercion, with the exercise or enjoyment by any other person of rights secured by the State Constitution or laws of this state, the Attorney General may bring a civil or administrative action for damages, and for injunctive or other appropriate relief for violations of the rights secured. Any damages recovered under this section shall accrue to the injured person. The civil action shall be brought in the name of the state and may be brought on behalf of the injured person. The Attorney General is entitled to an award of reasonable attorney's fees and costs if the Department of Legal Affairs prevails in an action brought under this section.

(3) Any person who interferes by threats, intimidation, or coercion, or attempts to interfere by threats, intimidations or coercion, with the exercise or enjoyment by any other person of rights secured by the State Constitution or laws of this

state is liable for a civil penalty of not more than \$10,000 for each violation. This penalty may be recovered in any action brought under this section by the Attorney General. A civil penalty so collected shall

(4) accrue to the state and shall be deposited as received into the General Revenue Fund unallocated. Some jurisdictions have a separate tort or delict of "verbal injury", "intentional infliction of emotional distress", "outrageousness", or "convicium", involving the making of a statement, even if truthful, intended to harm the claimant out of malice; In addition, A City of North Miami Police Officer told Mr. Symonette he had until Wednesday to move the Yacht before the City came back. Once Mr. Symonette got a crane for 3,000 to lift the Yacht on Monday Sea Tow moved in and seized the Yacht, 2 days before the deadline. Please see Police Officer saying Mr. Symonette had until Wednesday to move the Yacht. go to Youtube.com - Search - Unlawful Boat Seize -12:06 — Police Officer speaking near end of video). In addition, there were several other violations that the City accused Mr. Symonette of that was incorrect. The sections under City Code 10-19 to 22, under Junk Vehicles/Property does not **apply to Mr. Symonette's Yacht**. see on Gods2.com ---#8A and #8A-16 & 17 see Exb.254 The first paragraph refers to abandoned, derelict or junk property. Mr. Symonette's Yacht does not fit this description. (Video available) Go to Youtube.com — Search - Unlawful Boat Seize -12:06 to show roof of illegg1 seizure and value of Mr. Symonette's Yacht. eSbebe Section 1) The Yacht has a value of 2 million dollars which is more than nominal salvage value. (See Exhibit 255— Survey/Appraisal of Value of Yacht) Section 2) Does not apply to Mr.

Symonette's Yacht, as he was able to get a crane to lift it out of the water

Section 3) Does not apply to Mr. Symonette's Yacht because

(5) it was not on public property but But it was on Mr. Symonette's property without legislative authorization. **Section 4)** The Yacht did not exhibit physical damage other than the ropes were cut by someone that caused the Yacht to tilt in the water. The

(6) Tow Companies were not the ones that got the Yacht up but billed The City of North Miami for the job anyway. **Section 5)** The Yacht was put in an upright manner after Mr. Symonette got a crane to lift it out move it. The City of North Miami Police told him they would give him until Wednesday to move it. Instead, they came that Tuesday once he got it upright. The Tow Companies could not get the Yacht upright but seized it soon as Mr. Symonette got it upright. The City of North Miami came the day before on a Tuesday when he got it upright. The City of North Miami Police told.

(7) him he had until Wednesday to get the boat I Video available to show Police saying that) see also Timeline of Events, Exhibit 256.). **Section 6)** since this Yacht was

(8) at a private home dock this section does not apply Sea Tow told Mr. Symonette they would charge up to 8-13 thousand to lift the Yacht. The City Manager Larry Spring said it would cost 74,750 dollars to pay Sea Tow to get the Yacht. This is a major discrepancy in price. He also stated that if the \$74,750 dollars is not paid he will destroy the Yacht However, after Mr. Symonette attended a City of North Miami hearing about the Yacht the City Manager said he would meet with Mr. Symonette to make arrangements for him to pay the

\$74,750 dollars to get his Yacht back. The Mayor and most of the City Commission was startled that this situation even happened and encouraged the City Manager to meet with Mr. Symonette for him to get his Yacht. (Video available from this hearing.) However, when Mr. Symonette met with

(9) the City Manager the next day he was told the Yacht was destroyed to Mr. Symonette's surprise. Even if the Yacht was destroyed aluminum material it is made out of is worth \$ 300,000 thousand dollars for a profit for personal gain.
Where are the Salvage

(10) Records and where was the Yacht destroyed? Mr. Symonette even presented banWuptcy paperwork to the City to show the Yacht was in Bankruptcy at the time but it was totally disregarded see exhibit# 257 Pages 1-7. An official order from a Judge to remove the Yacht and to destroy it was never received. Meeting information from City of North Miami Commission hearing on May 26, 2016 The City Attorney kept quoting and stating incorrect things about the situation. Mr. Symonette feels he was doing this on purpose to cover up he and the City Manager's wrong doing. He stated the Yacht was in public waters which gave them the right to bypass the 60 day time frame to be able to remove the Yacht According to FL. Statue 705.101.6. (DERM, The US Coast Guard and Fish and Wildlife did not confirm this statement and is the reason they did not get involved in the matter. The City manager is held responsible for the yacht being towed.

**VIOLATION OF CITY OF NORTH MIAMI MUNICODE SEC.5-602.-DOCK OF
THE CITY OF NORTH MIAMI CODE.**

The City of North violated his rights with this code. Go to www2.municode then search Sec.5-602.Dock of The City of North Miami Code to see the code reference as to the allowed footage when using a private dock. A Yacht tied to a private dock is allowed 25 feet. Mr. Symonette's Yacht occupied about 22 feet off his dock. This clearly shows the Yacht cannot be considered in a Public Waterway or in Navigational waters as the City Manager and City Attorney were ~~stating~~ unethically in the Council meeting. Video is -- available on Gods2.com press 10.A then exhibit #17 to show their comments. The City Attorney backed up the City Manager by stating the Yacht is a derelict boat and was submerged under water, see exhibits 258 & 259, Video is available to show the Yacht is not a derelict boat and it was tilted and not submerged under water. In fact the Yacht is worth 2 million even tilted in the water, See Exhibit 260 City Manager Larry Spring agreed to meet with Mr. Symonette the next day in the City Council meeting on May 26, 2016 to discuss how to pay the \$75,000 dollars supposedly that the City paid to the Tow Company to tow my Yacht away, on Gods2.com #8A-16 Westbrook Towing. Instead, Larry Spring; told Mr. Symonette he destroyed the Yacht after 2 days, on Gods2.com #8A-17 The Tow Company said it was the City Manager Larry Spring that made the decision to destroy his Yacht the same day they towed it also with the authorization from the City Attorney Jeff H. Caz.eau. But while testifying before the MAYOR and the City Commissioner's at the City's Town Hall meeting lied and told the Commisioners that if I **Paid \$75,000.00** I could get my Yacht back and told Mr. Symonette to meet him the next day I could make the arrangements to pay and get my Yacht back, on Gods2.com 10.A then exhibit #17. But when I got there the City Manager Larry Spring told me that the

Yacht was already Destroyed. Note the ALLUMINUM of which the Yacht was made of was worth \$300,000.00 alone according to the 74 ft. length, 19.6 Breadth, 8.4 ft. Depth, 61.00 weight tonnage and with the Construction and General Arrangement is all Aluminum the weight of the Aluminum valued at \$300,000.00 not counting Engine Metal Weight. So they Stole my Yacht with the Cities Tax Money, Destroyed my Yacht and split the \$300,000.00 in Aluminum or sold the Yacht for 2 Million Dollars WHAT A WINDFALL theft See Exhibit 270 PAGE 2. Wow that's EVIL. So we see here That Attorney Jeff il. Cazeau along with City Manger Larry spring is responsible for authorizing the said Sea Tow company to tow my boat and then authorizing my boat to get destroyed unknowing to Mr. Symonette and still until this very day they still would not let symonette know the name of the company that destroyed his yacht.

VIOLATION OF FL STATUE 705.103.2B

The City of North Miami violated this statue because to destroy an abandoned boat without first **obtaining** title is a **crime** because **Florida is a Title State**. See htfwc.com/boatin/waterways/derelict-vessels/claims-process-facts/ that reference Florida being a Title State. In addition, I was supposed to be given 90 days to get my Yacht **back according to FL Statue 705.103.2b**, Title to lost or abandoned property.—() , Title to lost or abandoned property is hereby vested in the finder upon the expiration of the 90-day custodial time period specified in s. 705.103(2)(b), provided the notice requirements of s. 705.103 have been met, unless the rightful owner or a lien holder claims the property within that time., Mr. Symonette was

never given that opportunity to claim his property within 90 days according to the above Florida Statue because the **City Manager said the Yacht** was destroyed. 9 Video is available **showing The City Manager stating this**). **All of this was approved by the City Attorney. id not obtain** title before the Yacht was destroyed., 1) Violation of Due Process of Law gave notice for the hearing We got no Notice of a Magistrate hearing that happened one day after Symonette's Yacht Sank which they admit they never told us about see Gods2.com. 8A # 18 Mr Symonette even presented bankruptcy paperwork to Officer Mi ah to show the Yacht was in Bankruptcy at the time it was being seized but it was totally disregarded see exb.# 271 An official order from a Judge to remove the Yacht was never done or received.

**VIOLATION OF THE 14TH AMENDMENT YOU CANNOT
TAKE A PERSONS LIFE LIBERTY OR PROPERTY WITHOUT DUE
PROCESS OF LAW.**

The City of North Miami violated this Amendment because they took Mr. Symonette's Property without following due process of Law they were supposed to have a court hearing first then get an order from the court to take possession of the yacht, we got no Notice of a Magistrate hearing that

happened one day after Symonette's Yacht Sank which they admit they never told us about see Gods2.com 8A # 18 none of this was done first the City of North Miami violated his life, liberty and property Mr symonette was treated as though he had no Leagal rights. Mr. Symonette legally owned the boat and patiently waited for justice to be served as he is seeking now plaintiff was treated as a man with no rights at all and in a country where we are supposed to be counted innocent until proven guilty

Maurice Symonette was treated the opposite way as if he was guilty from the start, Maurice is Sui Juris with rights and should be treated as such, he had already proved that he is the owner of the boat so what gave the City of North Miami the right to destroy someone elses property? City manager Larry Spring is responsible for for maurice not being notified about the hearing that was held a day after the boat sank and larry Spring and his Attorney were responsible for no due process of law being carried out for this case.

VIOLATION OF BANKRUPTCY U.S.C. 362 (a)(1)(2){3}(4)(5)(6)(7)(8)

Part owner of the said Yacht Kurt Marin had filed bankruptcy during the time of the yacht sinking all bankruptcy documents were shown to police (officer Mirjah) and the City of North Miami but the Police and the City of North Miami ignored the Bankruptcy and just ran over it as if part owner Kurt Marin never filed, plaintiff needs to be compensated for them not honoring the bankruptcy because bankruptcy stops any and all actions. The Police and Larry Spring is Responsible for not taking notice of the bankruptcy and stopping all actions of against The yacht. See exhibit# 272.

R.I.C.O RACKETEER INFLUENCED AND CORRUPT ORGANIZATIONS

18 USCA §§ 1961-1968 (A) (B) O (D)

this whole case Falls under the category of **[R.I.C.O.] which stands for Racketeer Influenced and Corrupt Organizations** a law designed to attack organized criminal activity and preserve marketplace integrity by investigating, controlling, and prosecuting those who participate or conspire to participate in racketeering, Enacted in 1970, the federal racketeer Influenced and Corrupt Organizations Act (RICO) applies only to activity involving interstate and foreign commerce . 18 USCA §§1961-1968 . Since then, many states have adopted laws (sometimes called **"little RICO acts"**) based on the Federal Statue. The

Federal and most state RICO acts provide for enforcement not only by Criminal prosecution but also by Civil lawsuit, in which the plaintiff can sue for treble damages] as written from the blacks Law Dictionary 7th Edition. This case falls clearly under the category of R.I.C.O. the way it was transacted from the beginning to the latter part, I feel like I have been robbed, so I am bringing R.I.C.O. charges against The City of North Miami Beach. R.I.C.O. also includes theft of property, they ordered that my property be taken, in which being my yacht, without any order from the Judge under the orders of City manager Larry Spring and his attorney Jeff H. Cazeau in which they had no authority to take the place of the Court which should have given the order for the boat to be towed and then the city manger and his same attorney ordered that the boat be destroyed without the owners permission in which they never stated how much they made off my boat getting destroyed, I myself know from a friend that worked at a junk yard that crushed metal and he's seen my boat before it was taken by the City of Miami and since my boat was totally made of aluminum thats its worth at least \$300,000.00 just for the aluminum, I have been robbed under illegal circumstances in a way that is improper for the City of North Miami to operate, by them operating in such a manner is the same manner as racketeering, examples of racketeering activity include extortion, money laundering, loan sharking, obstruction of justice and bribery. The R.I.C.O. Act became U.S. law in 1970, permitting law enforcement to charge individuals or groups with Racketeering. In my case its under the definition of Obstruction of Justice And theft my property was stolen, and I say stolen because it was taken without the proper authority from the Judge sold to a place that only the City knows about, again, without me the owner giving them the permission to sell or get rid of my property without my permission, never bring back any receipts to where they took

it I don't know where they took it or how much money they got from it the whole situation has turn into an Illegal cover-up and theft of property and obstruction of Justice.

The City of Miami Beach is governed by a commission-Manager system of local government that combines the political leadership of elected officials in the form of a mayor and commission, with the managerial experience of an appointed City Manager. In a commission Manager government, commissioners are the leaders and policy makers in the community elected to represent the various segment of the community and to concentrate on policy issues that are responsive to citizens needs and wishes. The manager is appointed by the commission to carry out policy and ensure that the entire community is being served. The City of North Miami beach is governed by an elected mayor and six-member city Commission who are responsible for carrying out any lawful purpose for the advancement of the interest, welfare health, morals comfort, safety and convenience of the city and its inhabitants as outlined in the City Charter. In my situation the City of North Miami are Not acting like they are for the people, to administer Justice and equity for the people, they are acting like a bunch of money grubbing thieves and the last thing on their minds is Justice so I am asking for treble in damages, that is three times the amount of my boat which is \$6,000.000.00, City Manager Larry Spring Jr. And Attorney Jeff H. Cazeau are responsible for this.

**FOURTH CAUSE OF ACTION BANKRUPTCY VIOLATION WHAT THE
CLERKS DID: INTERFERING WITH FILING BANKRUPTCY**

- There was interference at the Court house when we were trying to file our Bankruptcy, we were told that at the Stephen P. Clark building on the 12th floor we were in the wrong building to bring Bankruptcy papers in to stop the Sale on any house however there was a Woman standing right beside us who was Filing her Bankruptcy papers and not only this there were actual signs in the room where we were at that said File your Bankruptcy here. Also took my 2million yacht while in Bankruptcy. Exh. (273) and see gods2.com vid. #40.

**FIFTH CAUSE OF ACTION: VIOLATION OF THE 14TH AMENDMENT AND
THE CIVIL RIGHTS ACT OF 1964 THAT PROHIBITS DISCRIMINATION AND
DEPREVIATION OF RIGHTS UNDER COLOR OF LAW! TITLE 18 U.S.C.,
SECTION 242**

After judges fail to steal homes for banks, banks have paid Commissioner Rene Garcia to help them! Commissioner Rene Garcia Sponsored Racist Legislation called Building and Unsafe Structure Legislation #220166" discriminately to help the Bankster's Steal Black People's Home like me. And like the Discriminating Racist he is they only Black used that legislation on Black (me)! On Easter April 17th, 2022 Dade County Compliance came into my property without a Search Warrant or the required Brake Order from the County Manager and kicked in the bedroom doors with the police pointing guns had us kicked out the house at gun point and told us they

were Seizing the house because it was an unsafe structure and turned off all power to the Property with a sick elderly person in the house in violation of Fl. Stat. 366.15 (1) (2) under this Practicing racist discrimination with his Legislation to make it legal to steal homes from us Minorities while getting paid by U.S. Bank another illegal Conflict of Interest which is evil and outrageous!!! **Because in Commissioner Garcia's 2012, Exh. 121.** Until today Form 6 Affidavits Oath from Tallahassee called FULL AND PUBLIC DISCLOSURE OF FINANCIAL it shows on Part C. Liabilities section lines 6 that he got \$120,000.00 and on line 8 he got \$11,000.00 from Ally which is GMAC, Exh. 120. Which is the Servicer and Owner of U.S. Bank and HOMECOMINGS, Exh. (100). And GMAC is the owner of HOMECOMINGS, Exh. 111. And in Commissioner Garcia's 2021 Form 6 Affidavit Oath from Tallahassee Called FULL AND PUBLIC DISCLOSURE OF FINANCIAL it shows on line 3 that Garcia got \$40,000.00 from Chase Bank which is U.S. Bancorp, Exh. 19. And U.S. Bancorp is U.S. Bank, Exh. 5. **And in Commissioner Garcia's 2021 Form 6 Affidavits Oath from Tallahassee called FULL AND PUBLIC DISCLOSURE OF FINANCIAL INTEREST it shows on line 5. That Garcia got \$23,000.00 from Navient Bank which is JP Morgan Chase Bank, Exh. 61 and 61B. And JP Morgan us U.S. Bancorp, Exh. 4, 19. And U.S. Bancorp is U.S. Bank, Exh. 5 and**

5B and Exh. 71 and 78. And in Commissioner Garcia 's 2021 Form 6 Affidavits Oath from Tallahasee called FULL AND PUBLIC DISCLOSURE OF FINANCIAL INTEREST it shows on line 6 that Garcia got \$118,000.00 from First Bank which is U.S. Bancorp, Exh. 122 and U.S. Bancorp us U.S. Bank, Exh. 5. All these CONFLICTS OF INTEREST and all the money he's making is from the same GMAC-U.S. Bank who tried to Foreclose on us under Mack Wells, Exh. 111, 112 and 113. But failed and after failing to Foreclose U.S. Bank's Conspirator Money Partner Commissioner Rene Garcia. Sponsored a new Legislation called "building and unsafe structure Legislation #220166" To use Code Compliance Officers and Police Officers to illegally search and SEIZE the Whole Property without a Warrant or a Brake Order or the Legislative Item File Number 220166 for Unsafe Structures Required Recertification Notice to Owner for Inspection the Code Compliance Officers and then after illegally Search and SEIZING the Whole Property the Police gave a Fake Warrant that shows no time that the Warrant was issued, no Judge's name, no Case Number, no Doc Stamp, no Certified Stamp and on that Fake Warrant it never Mentioned that Code Compliance could Search and or Seize they just came in the House and Property and announced they have Seized our House for Unsafe Structure. But until this day we have gone to their Office almost every day to check and they don't

have an Inspection Report yet, all under this new Unsafe Structure Legislation by Commissioner Garcia who has got this great Conflict of Interest to help U.S. Bank take our house under Color of Law in Violation of their own Code Ordinance Legislative Item File Number 220166 for Unsafe Structures Required Recertification Notice to Owner for Inspection (F) (2) (D) from Dade County! The plaintiff have not provided a "bill of particulars". The purpose of a bill of particulars is to "minimize surprise at trial," according to the U.S. 11th Circuit Court of Appeals, which oversees federal criminal trials here in Florida. This process also ensures the government does not try to retry the defendant later for the same basic offense. The Plaintiff has not provided a "motion for more definite statement" which is the modern equivalent of a bill of particulars. The plaintiff has not bonded the case. (form 274 and form 275 for state cases) performance BOND and indemnity BOND. The plaintiff HAS caused and exceeded three (3) injuries against the defendant. The defendant was informed that the signing of certain documents would lead to the allotment of financial resources for acquiring the property under question.

1. The plaintiff has failed to remit Federal Taxes as per the requisite regulations. The original note (Loan Application)

2. Plaintiff (BANK) opened an unauthorized account in the name of the defendant(s) for the full amount of said property without defendants knowledge and funded an unauthorized account in the plaintiff's name. Which is fraud.

3. Plaintiff Bank sold original note (Loan Application) which is what paid for said property in full via FED-WIRE. Yet the defendant (Buyer) was not given any consideration. The buyer takes on the role of creditor when they make the payment for their home using a promissory original note, in this case being the LOAN APPLICATION. This is to ensure that the seller receives payment IN FULL. Such knowledge was never disclosed to the (DEFENDANT) buyer. More proof of this evidence and treason is the fact that banks can NOT lead money, only congress can write letters of marque and letters of credit. Official representatives of said banks including the perpetrators involved now risk being named in this TAX matter. Upon notification, the Internal Revenue Service will wish to determine the whereabouts of the principal funds from the initial loan agreement (LOAD APPLICATION) that have been held back (SPENT) and not reported.

SIXTH CAUSE OF ACTION TURNING OF ELECTRICAL POWER TO A DISABLED PERSON IN NEED OF OXYGEN IN VIOLATION OF FL. STAT. 366.15 (1) (2) APRIL, 22ND 2023 FLORIDA POWER

AND LIGHT (FPL) WAS ORDERED BY RENE GARCIA'S NEW LEGISLATION OF UNSAFE STRUCTURES #220166 TO TURN OFF THE POWER TO THE HOUSE BECAUSE THEY WERE GOING TO DEMOLISH IT IN VIOLATION OF FL. STAT. 366.15 (1) (2) WHICH SAYS YOU CANNOT TURN OFF THE POWER TO A HOUSE TO A DISABLED PERSON WHO NEEDS OXYGEN YET THEY DID IT ANYWAY AND ALMOST KILLED MACK WELLS WHO HAD TO GO TO THE HOSPITAL BECAUSE HE COULD NOT BREATHE SEE GODS2.COM VID. H. SEVENTH CAUSE OF ACTION: QUITE TITLE 2005 FLORIDA CODE – CIVIL PRACTICE AND PRECEDURE QUIETING TITLE CHAPTER 65 409 2410 (A)(2), IRS 34.1.1.8.1 (08-11-2004) AND 34.1.5 (08-11-2004) AND FLA. STATUTE 95.11 NEWLY DISCOVERED EVIDENCE. AND FRAUD.FEDERAL RULE 60 (B) (2) (4) AND FLA. R. OF CIV. PROC. 1540. STANDING CAN BE QUESTIONED AT ANYTIME FEDERAL RULE 3.1

This is total Fraud, MERS and Deutsche Bank Newly discovered evidence and fraud, March 4TH 2018, we went to the Dade County records Department because all Mortgage Notes are Required to be Recorded with Original Signatures F.S. 701.02 (1)(2)(3) Exh. 274. and. We discovered that the Note that we thought was Country Wide Bank from Alexander Morera that we thought we were paying on was actually a Lancaster Assignment of which that Note was a Lancaster Note never signed or closed on. This Lancaster MORTGAGE NOTE has absolutely no signatures of the so called buyer (Leroy Williams) on Note as Required by F.S. 695.26 (1) (a), which caused me to search the whole record to discover that All Buyer's (Leroy William's) SIGNATURES and INTIALS are all Blacked Out and the blacked out signature as shown on gods2.com #1 showing two Dade County Clerks Jose Silva Id. # 311083 and Guetty Jean 1 D # 21732S behind their Clerk's desk behind protective glass. He's on Video red stamping the mortgage and saying the records dept. will not Record Mortgages without the original signature and She's on video after red stamping and putting my payment receipt on the Certified so-called Leroy Williams

showing Mortgage Note on Camera, video shows blacked out initials on Lancaster Note. And two managers of the Clerk's office saying there's no way this Note should have been put on Record without the Signatures, see gods2.com # AA. and AB. and I recorded this allonge docket. For Leroy Williams there's no signed Mortgage, Promissory Note or Prepayment Rider Recorded in Dade County. There is no lost Note count in Deutsche Bank Complaint and MERS is not listed in the fake Note as Nominee or anything at all, Exh. 275. Which is why they did a Fake Mortgage Assignment which included the Promissory Note as stated on the bottom of the Assigned Note from Lancaster Bank to MERS Exh.276., signed by the FAKE Vice President of Lancaster (Darlene Perera) the same lady who on the exact same date she signed a fake Allonge to another Bank called Indy Mac Bank before the Assignment to from Lancaster Bank to MERS, illegal see Exh. 277. 1-5. You can't Give a Note to two different entities especially on the same date. And did not record the fake assignment until 2007 1 year and 5 months after sale of the fake Note which makes the Note and Mortgage Void according to F.S. Exh. 278. Allowing an unsigned Mortgage or Note to be Recorded in Florida is a Felony, F.S. 817.2341 and 775.082, 775.083 and 775.084. And are all forgeries that can almost be seen under the blacked out ink when comparing that signature to the other signatures of the other notes with the correct signature see **the** Plaintiffs Lancaster's Recorded Note shows Note has a blacked out wrong forged signatures that you can see under the blacked out signature, Exh. 279. **This is the Correct Leroy William's real signature from the other note from real Recorded Note of Leroy Williams other real Closings.** see pgs. 16 and 20 of, Exh. 280 and 281. And Flamingo Title Company was sued

by Attorney Title Insurance Co. Because of money given but no Note, Exh. 282, and there was no valid Warranty Deed because Alexander Morera was not there and did not sign the Warranty Deed, Exh. 283. One of the owners of the home 1977 NE119th Road Miami 33181, James Buckman, was not at the closing, see James's affidavit, Exh. 284. And James Buckman did not sign anything as it APPEARED on the fake Warranty Deed, **Exh.285**. See James Buckman's real signature on Driver's license, Exh. 286. Someone illegally signed for James Buchman. See Affidavit from Maurice Symonette another owner saying that he [Maurice] was there at the Angry wiped out non closing and witnessed that James Buckman, Tanner Carter, Alexander Morera nor did the buyer Leroy Williams show up to the closing and the Warranty Deed was not signed, see Exh. 287. and Affidavit from James Buckman stating that he was not at the closing and never signed. So there was no Legal Warranty filed on the Record! So payments continued to Country Wide Bank who we thought was the bank ALEXANDER Morrera's Bank, Exh. 288, 289, 290. and then EMC Mortgage Bank EMC. Mortgage co. wrote to us and said make all payments to INDY MAC BANK. And our Payments were made on time even six months after Deutsche Bank started Foreclosure on our house was started 06/20/2007, Exh. 291 See receipts showing payments 06/19/07 to 09/29/ 07 4 months after Deutsche Bank Foreclosure started Exh. 292, 293, 294, 295. And unknown Bank. Deutsche Bank Lis Pen dance date filed with no Due Process Notice to us, see page 11 of Dade Docket Exh. 296. This filed while Payments were still being made and on TIME, And notice the Mortgage and Note blacked out the Loan Number so that you could not check AND SEE THAT THE LOAN was a fake loan from Lancaster bank that we

did not close on, Exh. 297. they also made big mistake and showed that Lancaster Bank Allonged the Note to IndyMac Bank, Exh.298. Which is why American Title INSURANCE sent to us that which had us thinking that this was Country wide Suing us using EMC as their SERVER and changing to INDYMAC to be the Servicer, what a great DECEPTION! So the fact is either way only Bank then that could sell or Assign the Lancaster Note to MERS is Indy Mac Bank because the Allonge on Lancaster was to Indy Mac Bank first. Of course, this was never done. Because Lancaster without Note ownership because of the Allonge to Indy Mac Bank old the fake NOTE illegally to MERS who then illegally Assigned the fake Note to DEUTSCHE BANK but after they started The Foreclosure lawsuit, Exh.299. which is also illegal according to Mclean Vs. JPMorgan. This is a totally a made up Foreclosure thievery wow! The property which is the subject matter of this action is situated in the County of Dade, State of Florida, and described as follows: 15020 South River Dr. Miami Fl. 33167 that Maurice Symonette owns Exhibit 300. According to the Quit Claim Deed before the first Lis Pendens was filed without a Complaint being filed (See Docket case# 2007-12407-CA01 first second and third line) which means that even though the Bonafede Notarized Quit Claim Deed was not Recorded which is not required according to Florida Statute 695.01 (2) that Quit Claim Deed was before the fake Lis Pendens done Illegally without a Complaint. And the Second Recorded Quit Claim Deed dated Jan. 18th 2013 to Boss Group Ministries Inc. Exh.301. Which was Quit Claimed Deeded Jan. 26th 2013 to MAURICE SYMONETTE which was before the second Amended Complaint from U.S. Bank was Filed and approved by Judge SCHLESINGER see Docket 2010-61928-CA01 dated 01/13/2015 which by

then they knew that the record showed that Boss Group Ministries Inc. was the owner of the property 15020 S. River Dr. Miami Florida Statutes 702.01 (A1) (1) which was in a dispute between me and my brothers who the owners of the property but signed it over to Boss Group Ministries Inc. Exh.302. Who had since have done a Bonafede (Notarized) Quit Claim Deed to Maurice Symonette Signed by Maurice Symonette the President of Boss Group Ministries Inc. See Exh.303. Which means that I Maurice Symonette has a Claim and a Cause of Action against U.S. Bank NA who was noticed of my Claim on the Dade County Records which was before their publication of Foreclosure which by law would have stopped my Claim but the law says if they are notices up to 30 days after publication of the Foreclosure that the claim is still Good Fl. Statutes sub section 733.702 (1), and 733.2121 (3)(a) and 733.701 and cause of action with and all of this confusion is because U.S. Bank trickery. This is a Quiet Title Complaint Case which requires that U.S. Bank show a full chain of title which is Extrinsic Evidence according to 2005 Florida Code Civil Practice and Procedure Quieting Title, 65.021 Real estate; removing clouds,-- Chancery courts have jurisdiction of actions brought by any person or corporation, whether in actual possession or not, claiming legal or equitable title to land against any person or Corporation not in actual Possession, who has, appears to have claims an adverse legal or equitable estate, interest, or claim therein to determine such estate, interest, or claim and quiet or remove clouds from the title to the land. It is no bar to relief that the title has not been litigated at law or that there is only one litigant to each side of the controversy or that the adverse claim, estate, or interest is Void upon its face, or though not Void

upon its face, requires Extrinsic Evidence to establish its validity (Exh.304) and 65.041(3)(4)(3) REAL ESTATE REMOVING CLOUDS; DEFENDANTS. No person not a party to the action is bound by any Judgments rendered adverse to his or her interests, but any judgment favorable to the person inures to that person's benefit to the extent of his or her legal or equitable title. (Exh.305). Layers claim in number 4 of their Motion to DISMISS that MAURICE SYMONETTES Quite Title Case is Res Judicata, but in the Transcripts of Proceedings of 12/09/19 under Judge VERONICA DIAZ pg.6 line 24-25, pg.8 line3-11 and pg.9 6-8 the Judge VERONICA DIAZ as did all of the other Judges said Symonette is not a Party to the case and did not allow Symonette to Participate in the Trials and was even told that I would have to sue the bank myself to become a party. Line 07/01/15 pg.11 line 13-25 Exh.306. and all of pg.12. lines 12-14 Exh.307, the Bank stated that MAURICE SYMONETTE is a non-party Third-Party Claimant, according to Florida Statute 65.041(Exh.308). This in credulous wicked bank from the beginning of even the 2007 Case never FILED or brought in a copy of the Original Note with the Allonge, the Original Mortgage, or the Assignment of U.S. Bank! We saw Lis Pendens but have never seen the Complaint their 2007-12407-CA01 Complaint of which by Law must have the Certification of the Original Promissory Note to file a Foreclosure action Fl. Statute 702.015(4) If the Plaintiff is in Possession of the Original promissory note, the Plaintiff must file under penalty of Perjury a certification with the Court, Contemporaneously with the filing of the complaint for Foreclosure, that the Plaintiff is in possession of the original promissory Note. The certification must set forth the location of the note, the name and title of the individual giving the

certification, the name of the person who personally verified such possession, and the time and date on which the possession was verified. Correct copies of the Note and all Allonges to the Note must be Attached to the Certification. The Original Note and the Allonges must be filed with the Court before the entry of any Judgement of foreclosure or Judgement on the Note. (Exh.309) and Fl. Rules 1.115(C) (Exh.310), and the correct copies of the Mortgage, NOTE, ASSIGNMENT AND ALLONGE ALL TOGETHER attached to the Certificate, Bank of America V. Leonard in the 3DCA. And if the Promissory Note does not name the Plaintiff as Payee the Note must Then bare a special endorsement or Plaintiff must submit evidence of an Assignment, Ortiz v. PNC BANK 3DCA if you look at the Docket of 2007-12407-CA01 Docket Pg.2 line 1-21, against Fl. Stat. 702.015(4) If the Plaintiff is in Possession of the Original promissory Note, the Plaintiff must file under penalty of perjury a certification with the court, contemporaneously with the filing of the Complaint for foreclosure, that the plaintiff is in Possession of the Original Promissory Note. The certification must set forth the location of the Note, the name and title of the individual giving the Certification, the name of the person who personally verified such possession, and the time and date on which the possession was verified. Correct copies of the Note and all Allonges to the Note must be Attached to the certification. The Original Note and Allonges must be filed with the Court before the entry of any Judgement of Foreclosure or Judgement on the Note. And Rule 1.115(C). This is why Judge Isabel was so angry with the Attorneys because she was embarrassed that she did the Judgement before any of the requirements of the Fl. Stat. 702.015 were met thereby endangering even her as a

Judge. Services now referred to as (AFS) is the Bank the Note was done with and (AFS) sold the Note with the MIN. Account number 100176105062733202 {M at the bottom of each page of the adjustable rate Note Exh.(311) with the Cusip Number 315912873 to Fidelity Strategic Real Return Fund according to the CUSIP search by CUSIPONE EXPERT CUSIP search service as stated by The Expert Witness Affidavit of Fact Wesley Jarvis, Trustee for CUSIPONE Trust Exh.(312). The (AFS) Note was sold by (AFS) 9/7/2005 three months after Leroy Williams signed the (AFS) Note and is with Fidelity Strategic Real Return Fund until this day according to The CUSIPONE Expert Witness Exh. (313) So the (AFS) Note never went to US BANK NATIONAL ASSOCIATION AS TRUSTEE FOR RASC 2005 AHL3 now referred to as (USB). So (USB) cannot Foreclose on this (AFS) Note no any of the above stated Defend even Fidelity Strategic Real Return Fund cannot Foreclose because (USB) in 2007 did a Publication to Foreclose on the (AFS) Note and Fidelity Strategic Real Return Fund did not Object or Intervene within 30 days of the publication of the Foreclosure of 2007 of Fidelity Strategic Real Return Fund standing to Foreclose according to Fl. Stat.() Exh (314) or any Interest in the Note and therefore they have no standing And according to the SEC- FASB GAAP Rules once a Note is sold on the Market it must be burned and Destroyed because a Note cannot exist at the same time that a stock, bond or fund exist because that is Double Dipping using the Fund and the Note ILLEGALLY. The PSA cannot be used because in the Edgar report and in the Cupisone report the Axiom loan is not with US Bank. According to Fla. App. Court (4th DCA) Holds PSA Insufficient to Prove Foreclosure Standing in an appeal involving an amicus filed by a national Mortgage lending trade

association, the District Court of Appeal of the State of Florida, Fourth District, recently reversed a final Judgement of Foreclosure in favor of a Mortgage, holding that the Mortgage failed to prove that it had possession of the Promissory note when the Complaint was filed and thus lacked standing to sue because: **despite the admission of the Pooling and Servicing Agreement (PSA) into evidence, the evidence was still insufficient to show that the loan was physically transferred; and there were discrepancies between the copy of the note attached to the Complaint and the original introduced in evidence at trial.** During the trial, the Plaintiff Mortgage tried to prove that it Possessed the Note when the Complaint was filed by offering the PSA into evidence over the borrowers' hearsay objection. The trial judge admitted the PSA into evidence as a self-authenticating document pursuant to section 90.902 of the Florida Evidence Code because it had been filed with the Securities and Exchange Commission (SEC). The trial court then entered a final judgment of Foreclosure in the Mortgagee's favor, from which the borrowers appealed. On Appeal the Fourth District explained that just because the PSA was selfauthenticating didn't mean it was admissible, citing Charles Ehrhardts Florida Evidence hornbook: "Even after a document is Authenticated, it will not be admitted if another exclusionary rule is applicable. For example, when a document is hearsay, it is inadmissible even if it has been properly authenticated." The Court reasoned that while " the PSA purportedly establishes a trust of Pooled Mortgages, [the] particular mortgage [at issue] was not referenced in the documents filed with SEC ... [and] [t]he Bank did not present sufficient evidence through its witness to admit this unsigned document as its business record. While the witness testified that a

mortgage loan schedule, which listed the subject mortgage, was part of the Bank's business records, the mortgage loan schedule itself does not purport to show that the actual loan was physically transferred."

Because the Mortgagee's witness did not explain "the workings of the PSA or [loan schedule]," and no other document or other evidence showed how the note was transferred to the mortgage pursuant to the PSA, the evidence was insufficient to prove that the note in question "was within the possession of the Bank as Trustee at the time suit was filed." The mortgagee argued that the trial court's ruling should nevertheless be affirmed under the tipsy coachman doctrine, pursuant to which an appellate court may affirm a trial court's ruling. In other words, a trial court's incorrect reasoning may be corrected on appeal for any reason that appears in the record. However, the Court here noted that, in order for the doctrine to apply, "the record must be sufficiently developed to support an alternative theory for affirmance." The Fourth District previously held that there is a "presumption of standing if the note attached to the Complaint was the same as the note attached to the complaint was the same as the note introduced at trial." The Appellate Court rejected the mortgagee's argument because "the note attached to the Complaint was not in the same condition as the original introduced at trial."

**SEVENTH CAUSE OF ACTION: THE CONSPIRING LAWYERS: NEVER BROUGHT
IN NOTE, ALLONGE, MORTGAGE, OR ASSIGNMENT BECAUSE THEY DON'T
HAVE IT, IN VIOLATION OF FL. STAT. 702.015**

Judge ZABEL PANICKED and Ordered US Bank's Attorneys to bring in the Original Notes and Mortgage and ZABEL Cancelled the Foreclosure Sale SCHEDULED FOR 9/12/2007 until they brought in the Original Note and Mortgage. But after the JUDGE (ZABEL) Cancelled the Foreclosure Sale set for 9/12/2007 somehow those tricky Lawyers got the Clerk to do the Sale anyway against Judge ZABEL'S Order so we had to rush back to the Court to get an Emergency hearing to tell Judge ZABEL that the LAWYERS and the Clerk did the SALE anyway against her Order and the Judge was very upset and ordered the Attorneys For US BANK NA to do a Motion to Cancel the sale. And then the Judge ZABEL Ordered and Demanded that they bring in the Original Note and Mortgage because now Judge ZABEL was now in the Position to get in Trouble for doing a Final Judgement without Certified Copies of the Note and Mortgage and without the Original Note and Mortgage that is Required by Florida Statute 702.015 (4), in other words these Clowns were just Illegally going to take our property but got Caught! Judge ZABEL Ordered the Atty's to go get the Docs. That they said they had, then Judge ZABEL took a Court Recess and during the break from the Courtroom US Bank Lawyers Refused to go back into the Courtroom this upset the Judge but Judge ZABEL gave them time to bring in the Note and the Mortgage but they would not do so therefore we put in a Motion to Dismiss with Prejudice we went back and forth with the Judge and the Banks Attorneys but they would not follow the Judge SARAH I. ZABEL's Order to bring in the Note and Order and therefore judge ZABEL Dismissed the Case with Prejudice, Exh.80. – the tenth line of the 2007 Called Case Number 2007-12407CA01 of the Docket. And then Judge ZABEL said that it would show on the Docket in a few days which was 04/07/2007. Of that same Docket!!

EIGHTH CAUSE OF ACTION VIOLATION FLORIDA STATUE 45.031-(8)**PROPERTY SOLD AT PRICE SO LOW THAT IT SHOCKS THE CONSCIENCE**

As part of the Rico Scheme the Defendants who were then Plaintiffs property was sold at a price so low it shocked the Conscience the clerk sold Plaintiffs \$2.1 Million house for a mere \$42,000.000 see Exh.315, in which was purchased by the same Bank which is (DEUTSCHE BANK NATIONAL TRUST COMPANY AS TRUSTEE UNDER THE POOLING AND SERVICING AGREEMENT SERIES RAST 2006 – A8(CSFB) this price is so low it shocks the conscience according to Fl. Stat. 45.031 –(8) MAURICE SYMONETTE did file objection to sale and demands that it be heard and has found new information to further strengthen our Case to show that the Bank is knowingly illegally taking this property. Deutsche Bank bought the property at auction in the Foreclosure sale of the said property on 06/22/2017 for \$42,300 that price is so low that it shocks the Conscience according to Fl. Stat. 45.031-(8) which VOIDS the SALE and Rule 702 Fl. Stat. 702.(5). F.S.A. Mitchell V. Mason and also see, First Bank V. Fisher Frichtel Inc. which says (if the case is so adequate as to raise an interference of fraud then the foreclosure can be voided) All this done to bypass Tax. Doc Stamps and do away with all the Liens and Monies owed attached to the property. And some days later after realizing that we saw the \$42,300.00 sales price the \$2.1 Million and that we owed and that Defendants saw that the sales price was so low and against the Law that it Shocked the Conscience, that when Defendants came back to question the Clerk about our Bankruptcy and wanted to show the Manager how ridiculously low

that sale was. Mysteriously they show Defendants another Deutsche Bank different from the first Deutsche Bank that the Clerk showed us just days earlier selling \$42,300.00 but now it showed Defendant's property sold for \$888,000.00 in which we discovered later was done on the same date 6/22/2017 with a different Bank (Deutsche Bank National Trust Company As. Trustee Series 2006-A8 MORTGAGE PASS- THROUGH CERTIFICATES SERIES 2006-H), even after them seeing us tape them saying by mouth give it to us in writing and showing us on their Government computer the sales price at \$42,300.00 with Witnesses see YouTube: (Dade Clerks are Lawless) see Exh.316. This shows Fraud and Collusion against the Defendants to just take the property wrongfully which is the main reasons for the Objection to Sale and this Complaint is that the sale price is so low that it shocks the Conscience. The foreclosure amount owed was 2.6 Million and the estimated value is \$1,810,000.00 but shockingly the sale was forty two thousand three hundred. And the Foreclosure was started while defendants Bank Foreclosed we have proof that we were making the payments.

**NINTH CAUSE OF ACTION VIOLATION FDCPA, 15 U.S.C. §1692a(3)(5). AND
FCCPA FL. STAT. §559.55 ILLEGAL CONSUMER COLLECTION**

(FDCPA claims against all defendants except SF) FCCPA claims against all defendants)
Plaintiff realleges and incorporates paragraphs 1-58 as though fully set forth in this paragraph. The FDCPA was enacted to protect all consumers from debt collectors who seed to collect debts through illegal in Cans and who engage in unfair or outright thievery and/or deceptive practices during the Collection of a debt. Plaintiff's are

defending themselves from Deutsche Bank or Lancaster who is Foreclosing on us as “consumers” within the meaning of FDCPA, 15 U.S.C. §1692 a (3). These Defendants have engaged in collection of “debts” as this phrase is defined by 15 U.S.C. §1692a53) and Fla. Stat. §559.55 allegedly owed by Plaintiff. Defendants, Deutsche Bank, MERS, Indy Mac & Lancaster who Foreclosed upon this fake Mortgage and Note after a fake default and are “debt collectors” The collection activity foreclosed the fake Mortgage and Note, to collect monies falsely Owed pursuant to a fake promissory note including a deficiency judgment. It is Plaintiffs good faith belief that the Dory Goebel fake Assignment, created by Defendants was created through collusion between Defendants Deutsche Bank, MERS and Lancaster to support the claimed indebtedness and to support that there is “no genuine issue of material fact” in this case as of the date that the Assignment was executed. These Defendants continue to intentionally mislead the court in an effort to unjustly enrich themselves in taking Plaintiff’s home when they know, or should have know, at the inception of this suit that Lancaster and/or its predecessor in fake interest has never owned the Note. Defendant’s collection activities described herein violate the Florida Consumer Collection Practices Act (Fla. Stat. §559.72) and the Federal Fair Debt Collection Practices Act (15 U.S.C. §1692a et seq.) in that Defendants were claiming, attempting, and threatening to collect and enforce his consumer Mortgage debt by Foreclosing action where they now or should have known that the right to pursue Foreclosure does not exist under the law because: Lancaster did not have standing to pursue the 2007 action and WAMU did not have standing to pursue the 2007. action. Failure to engage pre-foreclosure settlement discussions with Plaintiff; e. Defendant’s unconscionable, deceptive methods and practices in collecting this loan should preclude them from seeking Judicial Enforcement

of the alleged. The Assignment of Mortgage from now called (AOM) to Deutsche Bank or Lancaster post-dated the filing of the 2007 suit and the AOM from Fannie Mae to US Bank 04/26/2007 and 12/06 2010 suit, However, in the 2007 and the 2010. suit US BANK alleged that it was the "owner and holder of the subject Note and Mortgage" Complaint. As such is considered. "the debt collector" under the law. Any denial to the contrary must be supported by strict and convincing evidence. Further, merely labeling oneself as a servicer when, in fact, a large percentage of your business is collecting a debt also qualifies all Defendant's as "debt collectors" under the law. Further, Plaintiff was subjected to "default" fees and charges including, but not limited to , attorney fees, legal fees, Foreclosure Costs, late charges, property inspection fees, title search expenses, filing fees, broker price opinions, appraisal fees, forced placed insurance, and other charges and advances, and predatory lending fees and charges all of which are not authorized by or in conformity with the terms of the subject Note and Mortgage. For statute of limitations Purpose it was impossible for Plaintiff to prove the conduct herein until April, 2007 when US Bank and LPS entered into consent orders regarding the specific misconduct in this case. Specifically document "creation" by individuals lacking authority and specific knowledge about the documents, such as the ATTYS., that were executed and presented to the Courts all in furtherance of the Defendant's illegal scheme to divest Plaintiff of his Home. These acts as well as the Prosecution of this Case are wrongful, intentional, reckless, willful, wanton, negligent, deceptive and predatory. Defendants knew they should not falsify documents, particularly sworn documents meant to prove a material fact such as AOIs and AOMs. These perjured documents meant to prove a material fact such as AOIs and AOMs. These perjured documents violate 15 ILS.C. §1 6S2e (10) and 1 5 (LS.C.

§1692f.8.1, As a result of the aforesaid FDCPA and FCCPA violations, Plaintiff has been subjected to false and illegal collection activities, and has therefore been harmed due to the slander to his credit and emotional/physical health issues proximately caused by these Defendants. Plaintiff has retained counsel and is entitled to reimbursement of her costs and Attorney's fees pursuant to 15 U.S.C. §16921c(3) and Fla. Stat. §559.77. THEREFORE, plaintiff respectfully (: an award of damages in Plaintiffs favor and against Defendants for their actual or statutory damages whichever is greater; and an award of attorney's fees and costs and for all other relief to which this Court finds just and appropriate.

TENTH CAUSE OF ACTION VIOLATION OF RESPA 12

15 U.S.C. 2605 QUALIFIED WRITTEN REQUEST (QWR) TILA LAWS

Deutsche Bank N.A. and its agents made material misrepresentations and omissions with respect to the terms of Plaintiff's loan in Violation of the Truth in Lending Act (TILA). Plaintiffs are informed and believe that Lancaster Bank concealed the terms of the loan with the intention of inducing Plaintiffs, to refrain from investigating and challenging the disclosures until the period for rescinding the fake loan expired. Plaintiffs never went to any closing to receive any documents from Lancaster bank at a Florida Title Company, including disclosures required by the Truth In Lending Act, Respa, and a notice of right to cancel. Plaintiffs loan would have been Mortgage loan subject to the provisions of RESPA, 12 U.S.C. 2605 et. Seq. and Cal. Financial Code §50505. BUT IF WE SAW THE

REQUESTED INFO WE WOULD HAVE SEEN THAT DEUTSCHE BANK WAS REPRESENTING THAT THEY WERE FROM LANCASTER BANK NOT COUNTRY WIDE BANK AND WE WOULD HAVE CAUGHT ON TO THE FACT BECAUSE WE NEVER CLOSED THAT LOAN WITH LANCASTER BANK AND THEY WOULD HAVE BEEN DESTROYED LIKE THE NEW FBI COMMERCIAL SAYS THAT FRAUD IS TRICKSTERS JUST SIGN YOUR PROPERTY OVER TO THEMSELVES (DEUTSCHE BANK) AND, FORECLOSE AND EVICT YOU WHILE YOUR MAKING PAYMENTS TO ANOTHER BANK ON Oct. 12, 2012, Plaintiff because we were tricked into believing that we requested a copy of the loan application and Promissory Note at a Miami branch of Defendants in Florida, a banker telephoned a LANCASTER Mortgage Bank LLC office in Florida that we thought was I and informed Plaintiff that he would receive the loan documents in ten days. No documents have ever been received. Because they knew they didn't have a signed Note and Mortgage and they knew that Lancaster and DEUTSCHE BANK NATIONAL TRUST was Indy Mac as servicer to COUNTRY WIDE BANK the Bank we were making payments to after the LANCASTER BANK didn't close on failed. So DEUTSCHE BANK NATIONAL TRUST tricked us into thinking they were the bank we were supposed to ask questions about the MORTGAGE and NOTE with the Federal RESPA 12 U.S.C. 2605 QUALIFIDE WRITTEN REQUEST to make them show their ownership of the property and our exact Dept. owed to them and DEUTSCHE BANK NATIONAL TRUST wouldn't reply in violation of RESPA 12 U.S.C. 2605 federal law in Dade County Courts we have been Asking for this with our Federal RESPA 12

U.S.C. 2605 QUALIFIDE WRITTEN REQUEST form since the beginning of this fake Foreclosure Case began, Exh. (317). Including failing to respond to properly submitted OWR's. See Exh.318 Plaintiff is informed and believes that this practice is designed to conceal TILA and RESPA Federal violations and to conceal the identity of the many investors who believe they are the owners of the NOTE, LANCASTER Mortgage Bank LLC got cash from and true beneficiary of the Loan. As a direct and proximate result of Defendant's failure to comply with RESPA, Plaintiffs have suffered and continues to suffer actual damages in that he's unable to ascertain the basis for defendant's claims to his property, he cannot identify the owner of the beneficiary of the Note, he cannot determine whether his payments to IndyMac Bank paid to the beneficiary and there is no evidence upon which to conclude that Defendants are acting as NOTE owner with the lawful authority to Foreclose the property. Under RESPA, Plaintiffs seeks triple damages, and also documents were ordered for Qualified Written Request. Formal Protest and Dispute of Alleged Debt and Validity of Alleged Loan, But never received See Exh.319, established a two-part test for determining the legality of lender payments to Mortgage brokers for table funded transactions and intermediary transactions under RESPA: Whether goods or facilities were actually furnished or services were actually performed for the compensation paid and Whether the payments are reasonably related to the value of the goods or facilities that were actually furnished or services were actually performed. In applying this test, HUD believes that

total compensation should be scrutinized to assure that is reasonably related to the goods, facilities, or services furnished or performed to determine whether it is legal under RESPA. The interest and income that Defendants have gained is disproportionate to the situation Plaintiff James Buckman find themselves in due directly to Defendant's failure to disclose that they will gain a financial benefit while Plaintiffs suffer financially as a result of the loan product sold and No separate fee agreements, regarding the use of the fake LANCASTER MORTGAGE BANK LLC Cost of Savings" as the Index for the basis of this loan, Disclosures of additional income due to interest rate increases or the proper form and procedure in relation to the Borrower's Rights to Cancel the fake NOTE and MORTGAGE.

ELEVENTH CAUSE OF ACTION: ILLEGAL CONSUME COLLECTION IN VIOLATION OF FDCPA, 15 U.S.C. §1692a(3), 15 U.S.C. §1692a(5) AND FLA. STAT. §559.55

(FDCPA claims against all defendants except SF) FCCPA claims against all defendants) Plaintiff realleges and incorporates paragraphs 1- as though fully set forth in this paragraph The FDCPA was enacted to protect all consumers from debt collectors who seek to collect debts through illegal In Cans and who engage in unfair or out right thievery and/or deceptive practices during the collection of a debt. Plaintiff's are defending themselves from Deutsche Bank or Lancaster who is Foreclosing on us as "consumers" within the

meaning of FDCPA, 15 U.S.C. §1692a(3). These defendants have engaged in collection of "debts" as this phrase is defined by 15 U.S.C. §1692a(5) and Fla. Stat. §559.55 allegedly owed by Plaintiff. Defendants Deutsche Bank, MERS, Indy Mac & Lancaster who foreclosed upon this fake Mortgage and Note after a fake default and are "debt collectors". The collection activity foreclosed the fake Mortgage and Note, to collect monies falsely owed pursuant to a fake promissory note including a deficiency judgment. It is Plaintiffs good faith belief that the Dory Goebel fake Assignment, created by Defendants was created through collusion between defendants Deutsche Bank, MERS, & Lancaster to support the claimed indebtedness and to support that there is "no genuine issue of material fact" in this case as of the date that the Assignment was executed. These Defendants continue to intentionally mislead the court in an effort to unjustly enrich themselves in taking Plaintiff's home when they know, or should have known, at the inception of this suit that Lancaster and/or its predecessor no interest and has never owned the note. Defendants' collection activities described herein violate the Florida Consumer Collection Practices Act (Fla. Stat, § 559.72) and the Federal Fair Debt Collection Practices Act (15 U.S.C. § 1692a *et seq.*) in that defendants' were claiming, attempting and threatening to collect and enforce this consumer mortgage debt by foreclosure action where they how or should have known that the right to pursue foreclosure does not exist under the law because: Lancaster did not have standing to pursue the 2007g action and WaMu did not have standing to pursue the 2007 action; Failure to engage pre- foreclosure

settlement discussions with Plaintiff; Defendants' unconscionable, deceptive methods and practices in collecting this loan should preclude them from seeking judicial enforcement of the alleged. The assignment of mortgage to Deutsche Bank or Lancaster postdated the filing of the 2007 suit merely labeling oneself as a servicer when, in fact, a large percentage of your business is collecting a debt also qualifies all defendants as "debt collectors" under the law. Further, Plaintiff was subjected to "default" fees and charges including, but not limited to, attorney fees, legal fees, foreclosure Costs, late charges, property inspection fees, title search expenses, filing fees, broker price opinions, appraisal fees, forced placed insurance, and other charges and advances, and predatory lending fees and charges all of which are not authorized by or in conformity with the terms of the subject note and mortgage. For statute of limitations purpose it was impossible for Plaintiff to prove the conduct herein until April, 2018. These acts as well as the prosecution of this case are wrongful, intentional, reckless, willful, and wanton, negligent, deceptive, and predatory. Defendants knew they should not falsify documents particularly sworn documents meant to prove a material fact such as AOs and AOMs. These perjured documents violate 15 ILCS. § 1692e(10) and 15 ILCS. § 1692f.81. As a result of the aforesaid FDCPA and FCRA violations, Plaintiff has been subjected to false and illegal collection activities, and has therefore been harmed due to the slander to her credit and emotional/physical health issues proximately caused by these defendants. Plaintiff has retained counsel and is entitled to reimbursement of her costs

and attorneys fees pursuant to 15 U.S.C. §1692lc(3) and Fla. Stat. §559.77. THEREFORE, plaintiff respectfully request an award of damages in plaintiffs favor and against defendants for their actual or statutory damages whichever is greater; and an award of attorneys' fees and costs and for all other relief to which this Court finds just and appropriate.

TWELTH CAUSE OF ACTION FLORIDA DECEPTIVE AND UNFAIR TRADE PRACTICE ACT AS TO SOME OF THE DEFENDANTS IN VIOLATION OF FLA. STAT. § 501.20491 (2005). 60. AND FL. STAT §§ 501.201

Plaintiffs realleges and incorporates all paragraphs as though fully set forth in this' paragraph. The Florida Deceptive and Unfair Trade Practices Act (FDUTPA) provides for a civil cause of action for "unconscionable acts or practices, and unfair o1 deceptive acts or practices in the conduct of any trade or commerce." FLA. STAT. § 501.20491 (2005). 60. This is an action for injunctive and declaratory relief pursuant to the Florida Deceptive and Unfair Trade Practices Aet, Fl. Stat. §§ 501.201, *el seq.* (hereinafter "the Act") and Chapter 86, FLA.STAT. The provisions of the Act are to be liberally construed to promote the following policies: To simplify, clarify, and modernize the law governing consumer protection, unfair methods of competition, and unconscionable, deceptive, and unfair trade practices; and To protect the consuming public and legitimate business enterprises from those who engage in unfair methods of competition, or unconscionable, deceptive, or unfair acts or practices in the conduct of any trade or commerce. FLA. STAT. §50L202(1) and (2). At

all times relevant hereto, BUCKMAN was used like a Consumer by Deutsche Bank to fraudulently Foreclose and as a "consumer" as defined by FLA. STAT. §501.203 (7). At all times relevant hereto, these defendants were engaged in "trade or commerce" as defined by FLA. STAT. §501.203 (8) Either, any, or all of the Defendants in this count created the documents purportedly transferring the subject mortgage from LANCASTER TO MERS TO DEUSTCHE BANK 2005-2007 and then These defendants violated the Act by engaging in unfair and deceptive acts and practices including, but not limited to: preparing and executing a false and improper Affidavit and fake assignment of Indebtedness by who has no apparent signing authority, with a fake Notary manufacturing documents to create the illusion that Deutsche bank possessed equitable ownership of the subject mortgage despite a complete lack of evidence to support that contention. These defendants knew, or should have known, the AQMs, Affidavit of Indebtedness, along with other documents "created" to give the illusion that the 2007 foreclosure Defendants possessed equitable ownership of the subject promissory note and mortgage and was authorized with invalid and illegal documents created which was performed on Deutsche Bank and Lancaster BANK'S behalf and with each's acceptance and approval when in fact neither was the real party in interest when the claims were filed. These Defendants have violated the act by engaging the following acts of unconscionable conduct, of unfair deceptive practices in the conduct of trade or commerce. Defendants, claimed and continue to claim ownership as holder

of the subject note and mortgage even though they knew this status was based upon falsified documents. Attorneys fees and costs are sought pursuant to Fla. Stat. §501.2105. WHEREFORE, Plaintiffs respectfully request that this Court award damages, and any other just and appropriate relief under the law, including but not limited to, attorneys' fees and costs.

THIRTEENTH CAUSE OF ACTION SLANDER OF TITLE

IN VIOLATION OF FL. STAT. 65.011, 65.021, 65.031, 65.061

Plaintiff JAMES BUCKMAN re-alleges and incorporates by reference all preceding paragraphs as though fully set forth herein. Defendants, and each of them, disparaged Plaintiff JAMES BUCKMAN's exclusive valid title by and through the preparing, posting, publishing, and recording of the documents previously described herein, including, but not limited to, the Notice of Default, Notice of Trustee's Sale, and Trustee's Deed. Said Defendants knew or should have known that such documents were improper in that at the time of the execution and delivery of said documents Defendants had no right, title, or interest in the Property. These documents were naturally and commonly to be interpreted as denying, disparaging, and casting doubt upon Plaintiff s legal title to the

property. By posting, publishing, and recording said documents' disparagement of Plaintiffs legal title was made to the world at large. As a direct and proximate result of Defendants conduct in publishing these documents, Plaintiff JAMES BUCKMAN'S title to the Property has been disparaged and slandered, and there is a cloud on Plaintiff JAMES BUCKMAN's title which was obtained by quit claim deed on 1/01/2007 see Exhibit and Plaintiff has suffered, and continues to suffer, damages in an amount to be proved at trial as a result of Defendants conduct, Plaintiff James Buckman has incurred expenses in order to clear title to the property. Moreover, these expenses are continuing, and Plaintiff James Buckman will incur additional charge for such purpose until the cloud on Plaintiffs title to the property has been removed. The amounts of future expenses and damages are not ascertainable at this as a further direct and proximate result of Defendants conduct, Plaintiff James Buckman has suffered humiliation, mental anguish, anxiety, depression, and emotional and physical distress, resulting in the loss of sleep and other injuries to his and her health and well-being, and continues to suffer such injuries on an ongoing basis. The amount of such damages shall be proven at trial. At the time that the false and disparaging documents were created and published by the Defendants, Defendants knew the documents were false and created and

published them with the malicious intent to injure Plaintiff James Buckman and deprive them of their exclusive right, title, and interest in the Property, and to obtain the Property for their own use by unlawful means. The conduct of the Defendants in publishing the documents described above was fraudulent, oppressive, and malicious. Therefore, Plaintiff James Buckman is entitled to an award of punitive damages in an amount sufficient to punish Defendants for their malicious conduct and deter such misconduct in the future. The plaintiff must give written notice within 30 days of the assignment Fla. Courts have demanded strict compliance with the Statute and have held that the required notice is a condition precedent to a Debt collection action predicated upon an assignment see *LVNY Funding LLC. v. Harris* Fla. L Weekly Supp. C23 (Fla. 11 CIR. Court June 24 2009) wherein the court Found that the Plaintiff failed to comply with the written notice of provision of F.S. §559.715 and therefore dismissed the action with prejudice) accordingly the plaintiff has never provided the Defendant the mandatory 30 day of assignment the case should also be dismissed for failure to comply with a mandatory condition precedence. Lancaster Bank LLC Assigned wrongfully the Note to MERS on the same day the fake Closing was done and only done as an Exhibit, see Exhibit 164, and not a part of the Assignment. So MERS was never the owner and the Deutsche

Bank Assignment from MERS is Void Completely and MERS thus causing Plaintiffs to suffer an impaired and defective Title, plaintiffs asked for Damages.

**FOURTEENTH CAUSE OF ACTION NO CONTRACT IN VIOLATION OF FL.
STAT. 697.10**

Deutsche bank has no interest in Plaintiffs Mortgage, so the foreclosure on Plaintiff's property would constitute unjust enrichment. The mortgage states that all secured sums must be paid. Plaintiff alleges that the obligations under the mortgage were fulfilled when Deutsche Bank received funds in excess of the balance on the NOTE as a result of proceeds of sale through securitization to private investors many times and insurance proceeds from credit default swaps. And they have a property free and clear to just sale and keep all the Money Leroy Williams show up to the closing and the Warranty Deed was not signed, see Exh. 320. and Affidavits. To The Assignment from MERS to Lancaster has no Lot or Parcel Description on The Mortgage assignment see Exhibit 321 & 322 which is a void and an illegal Assignment (South Florida's Citrus land Co.v. Walden, 51 So. 554, 59 Fla. 606 (1910), and Garvin v. Baker, 59 SO. 2d 360 (Fla. 1952), also according to Fla. Stat. 697.10 For liability for error in mortgage deed or Note and in any action relating to real Property. If the court shall find that any person has prepared an instrument which due to an inaccurate or improper legal description impairs another person's title to real property, the court may

award to the prevailing party all actual damages that she or he may have sustained as a result of such impairment of title. Must have at least one witness. But There is no witness on our mortgage assignment in violation of, 117.05(b) 1.a.b.c.d.e. see Exh. 323 Page 2. the assignment is void. The Notary on the assignment is a fake. The Notary stamp must contain commission or ID number, to identify the person if needed to verify or in court, (our mortgage note for 1977 address has n commission or ID number to hide their thievery in the violation of F.S. 117.05 (3)(A) and F.S. 695.26(1) see Exh.324 The name of each person who executed such instrument is legibly printed, type written , or stamped upon such instrument immediately beneath the signature of such person and the post-office address of each such person is legibly printed, type written, or stamped upon such instrument in violation of F.S. 695.01 (1) and F.S. 695.26 (1)(a) and F.S. 494. 0075 (5) and F.S. 701.02(1)(2)(3) Exh.325 Assignment of Mortgage was done 10/20/05 the day same as the Fake Closing and was done as an Exhibit, see Exhibit 170, and not a party of the assignment. So MERS is not owner and the Deutsche Bank Assignment from MERS is Void Completely, and MERS thus causing Plaintiffs to suffer an impair ed and defective Title, plaintiff asked for triple Damages. FLORIDA STATUE THREATENED LAWSUIT OR LAWSUIT FILED BEFORE THE NOTE WAS TRANSFERRED WHICH IS MCLEAN V. J.P. MORGAN IN VIOLATION OF FL. STAT. 726.105 (d) Fed. Rule 3.1 Standing can be brought up any time even on Appeal. Denied Defendants Objections to Sale without Bank proving they had Standing because the Bank filed Complaint before they owned the Note. Plaintiff foreclosed on the property

before they owned it by way of making a Fraudulent Assignment and taking Defendants property without having Note ownership. This foreclosure should never have been allowed because the Bank didn't have assignment. If we look further, the Lis pendens that was used has a recorded date of 06/20/2007 an Assignment of Mortgage was recorded on that date by the clerk of court in Miami Dade as seen on Exhibit 326, and as seen on the same Document, the Assignment was made after Lis Pendens was filed which according to Mclean v. JPMorgan Chase Bank N.A.). This is an illegal foreclosure, you cannot Foreclose on a property before you own it (Note) there was never any evidence of Deutsche bank ever owning the Note or having any kind of an Assignment before the recorded date of 08/22/2007 so this Assignment has no effect against the Creditor unless recorded before the Complaint, see Fla. Stat. 817.535 (e)5(2)(A) a person who files or directs a filer to file with the intent to defraud or harass another, or any Instrument containing a materially false fictitious or fraudulent statement or representation that purports Bank filed Complaint before they owned the Note. Plaintiff foreclosed on the property before they owned it by way of making a Fraudulent Assignment and taking Defendants property without having Note ownership. This foreclosure should never have been allowed because the Bank didn't have assignment. If we look further, the Lis

pendens that was used has a recorded date of 06/20/2007 an Assignment of Mortgage was recorded on that date by the clerk of court in Miami Dade as seen on Exhibit C, and as seen on the same Document, the Assignment was made after Lis Pendens was filed which according to Mclean v. JPMorgan Chase Bank N.A.). This is an illegal foreclosure, you cannot. Foreclose on a property before you own it (Note), there was never any evidence of Deutsche bank ever owning the Note or having any kind of an Assignment before the recorded date of 08/22/2007 so this Assignment has no effect against the Creditor unless recorded before the Complaint, see Fla. Stat. 817.535(e)5(2)(A) a person who files or directs a filer to file with the intent to defraud or harass another, or any Instrument containing a materially false fictitious or fraudulent statement or representation that purports to affect owners interest in the property described in the instrument commits a Felony. Assignments to property cannot be made Retroactively the Assignment begins from the time that the document is recorded in the County Court. There have been numerous cases that were dismissed because of faulty Assignments such as **McLean V. IPM. And US Bank V. Ibanez** where the Massachusetts Supreme Court found that the mortgages were assigned to the lender after the completion of the foreclosure sale or, the Court decided that the foreclosures were

void because the lenders lacked legal authority to foreclose and then there was a Batch v. LaSalle Bank N. A. 171 So. 3d 207, 209 (Fla. 4*DCA 2015) reversing a Foreclosure Judgment in part because "the assignment [of Mortgage] was executed after the complaint was filed, also see Abdel Darwiche and Batoul Darwiche v. Bank of New York Mellon, when the assignment of mortgage upon The Bank of New York relied to establish its standing, the Appellate court agreed With the homeowners/that the general issues of material fact remained As to Whether the assignment of mortgage was sufficient to establish BNYM's Standing at the inception of the suit and also see Darlene Angelini and Joseph Angelini v. HSBC BANK, et at., 4D14-216 the banks testimony did not establish The relevant: that it held the note at the time the complaint was filed. Although The Bank was clearly the holder at the time it introduced the blank indorsed Note at trial, "[a] plaintiffs lack of standing at the inception of the case and is not a Defect that may be cured by the acquisition of standing after the case is filed. And cannot be established retroactively by acquiring standing to file a lawsuit after the fact. "La France V.U.S. Bank Nat'l Assn. 141 So. 3d 754, 756 (Fla.*DCA 2014) and McClean v. JPMorgan. Therefore Deutsche Bank does not have Standing to Foreclose, and here **Deutsche Bank is at fault and should pay triple.**

**FIFTEENTH CAUSE OF- ACTION: VIOLATION OF TIMELY ASSIGNMENT
FLA. STAT. 702.02, AND FLA. STAT. 726.105 (D)**Also the instant assignment was also untimely in order for the foreclosure to be legal the assignment to the mortgage must be entered in a timely manner, that is it should be entered before the foreclosure, in this case it was not, the Lis Pendens was recorded 06/20/2007, Exhibit 328, and the assignment was recorded 08/22/2007 which was at least 63 days after the Foreclosure see Exhibit 328, thus Deutsche Bank foreclosed before they even owned the Note and they knew it and tried it anyway hoping that they could get away with it, an assignment cannot Be Assigned retro actively see Progressive Exp. Ins. Co. Y Mcgrath Comty. Chiropractic, 913 So. 2d 1281, (Fla. 2d DCA 2005), the plaintiffs lack of standing at the inception of the case is not a defect that may be cured by the acquisition of standing after the case is filed. Thus a party is not permitted to establish the right to maintain an action retroactively by Acquiring standing to file a lawsuit after the fact.. Mclean v. JPMorgan. Therefore Deutsche Bank Has no

Standing in the ownership of the said property and for Deutsche to amend the complaint to start over would only suggest fraud (Pino v. Bank of New York) as it already is by the nature of the transaction the transaction it's self is deceptive and to have this fault of an assignment written after the Complaint is filled, but Deutsche Bank N.A. Still claim they have standing is an action of fraud as have been tried by so many other cases and the Banks that did them lost (US Bank N.A. v Ibanez), Murray v, HSBC Bank USA 2006 0 P1) and (Powers v. HSBC BANK USA 2006). A fraudulent Transfer is one when one is threatened with suit before assignment of property is made, Fl. Stat. 726.105 (D), and also UCC Article 3 line #6 says assignments or endorsements must be effectuated before suit is filed. Progressive Exp. Ins. Co.v. Mcgarth Comty, Also Fla. Fourth DCA and UCC F.S. DH 673 ARTICLE 3 OF THEUCC: says they must prove they own the Note before they foreclose. On Note this case is void, Deutsche Bank, has no standing in this case and property should be awarded to plaintiffs or Monetary damages.

SIXTEENTH CAUSE OF ACTION**MONEY MUST BE GIVEN TO ASSIGN A NOTE. FLA.****STATUE701.02(1)(2)**

Florida Contract (Mail Box Law) (4) says you must in order to consummate a contract or an assignment you must give consideration money. The Judge Erred and is in Violation of Florida Contract Law (4) for not Dismissing the Case because the Assignment has no Consideration Money on the Assignment between Lancaster Bank LLC and MERS not only did they violate the 30 day notice on the Assignment by trying to sale the Note on the same day and they also never Consummated the contract with money consideration, see exb.329 and 330. Plea and effect of ---Sworn plea of consideration throws burden on plaintiff.---Smith v. Le Yesque, 25 Fla., 464; White v. Camp, 1 Fla., 94. Plea of want of consideration as against bonafide holder of negotiable promissory note Hancock v. Hale, 17 Fla., 808. Section does not obviate necessity of Exhibition of instrument to the jury; when Exhibited, consideration pre-assignment or endorsement Sinclair v. Gray, 9 FLA., 342. EFFECT OF SWORN AND unsworn plea of want of consideration lb. Plea must set forth facts Ahrens v. Willis, 6 Fla., 359. How drawn and what should contain White v. Camp, 1 Fla., 94 Must riot be equivalent to illegality or failure of consideration Orman v barnard, 5 Fla., 528.

Effect of unsworn plea by administrator Knight v Knight, 'Fla., 253. MERS is not on the original note as a nominee or anything at all and the Note shows at the endorsement page of the Lancaster bank's note that all payments are due to LANCASTER Mortgage Bank LLC on Oct.20*,2005 and Lancaster on the same day signed the note to MERS without a 30 day notice and' with no money consideration and LANCASTER Mortgage Bank LLC according to Lancaster was now the note holder as stated on the back of the note but LANCASTER Mortgage Bank LLC did assign the note over to MERS (see Exhibit 331,) so MERS according to Lancaster's money consideration failure and to Lancaster into the owner of the Note and MERS never did buy Note or the assignment because they never consummated the assignment with the consideration money, so therefore the assignment from Mers to Deutsche Bank is Invalid because MERS could not sign a note to Deutsche Bank when they don't own the Note. And don't forget the assignment was late, Filed after the lis Pendens was filed in violation of Florida DCA third district court of appeal, Mclean v. JP Morgan.

**SEVENTEENTH CAUSE OF ACTION: KEEPING NOTE ACTIVE FOR FAKE
FORECLOSURE AFTER NOTE IS SOLD ON THE MARKET AND
DESTROYED! AS GOVERNED BY THE SEC AND THE US DEPT. OF THE
TREASURY IN VIOLATION OF GAAP FASB FAS 140 AND FEDERAL 2
CFR SECTION 200.49**

This is what I'm Quieting the Title against the SEC and Treasury for. The Federal GAAP FASB FAS 140 Rule says that when a NOTE is sold on the market as a security, the Note must be burned and destroyed and can never be as a foreclosure instrument because that is SEC Fraud because the IRS has written the destroyed loss off, then the insurance paid the loss off and then sold it on the market. The NOTE was also separated from the mortgage when the original Promissory NOTE was not recorded along with Mortgage at the county level. Additionally, the Mortgage was separated from the Note when the loan was bundled together with hundreds or thousands of other loans to create municipal bond funds, in order to sell and trade on Wall Street. When the Original Note was bundled it was destroyed and given a number to prevent others from double-dipping, that is, to prevent others from reselling the promissory

Note again. By learning this information, the original wet blue ink promissory Note can not be produced, because it was destroyed when it was bundled together and put into a securitized loan trust to sell and trade on wall street. To separate the NOTE from the mortgage is to collapse the trust. See Carpenter v. Longan, 83 U.S. at 274 (finding that an assignment of the Mortgage without the Note is a nullity); Landmark Nat'l Bank v. Kesler, 216 P. 3d158, 166-67 (Kan.2009)("In the Event that a mortgage loan somehow separates interest of the Note and the deed of trust, with the deed of trust lying with some independent entity, the mortgage may become unenforceable"). See also 37 Fla. Jur. Mortgages and Deeds of Trust '240 (One who does not have the ownership, possession, or the right to possession of the mortgage and the obligation secured by it, may not foreclose the mortgage). "The mortgage follows the note. An assignment of the Note carries the mortgage with it, while an assignment of the later alone is a nullity." Capitol Investors Co. vs. Executors of the Estate of Morison, 484 F.2d 1157, 1163n. "When a note is secured by a mortgage is assigned, the mortgage follows the note into the hands of the mortgagee. "In other words, the note

is held and owned by the certificate holders of trust, and the mortgage follows the Note.

EIGHTEENTH CAUSE OF ACTION: WRONGFUL FORECLOSURE DUE TO UNSIGNED MORTGAGE NOTE IN VIN VIOLATION OF FLA STAT. 695.14

This is an action brought by Plaintiff for declaratory judgment, injunctive and equitable relief, and for compensatory, special, general and punitive damages. Because MERS never got a legal Assignment from Lancaster Bank because there was no Leroy William's Mortgage or Note that was signed and never existed. So Lancaster did not assign the mortgage to MERS and MERS could not have Assigned the Mortgage or Note to Deutsche Bank. Which shows that this EVICTION is ILLEGAL THEIFT OF THIS PROPERTY. So we the Plaintiff, homeowners, dispute the title and ownership of the real property in question (the "Home"), which is the subject of this action, in that the originating mortgage lender, and others alleged to have ownership of Plaintiff s mortgage note and/or Deed of Trust, have unlawfully sold, assigned and/or transferred their ownership and security interest in Promissory Note and Deed of Trust related to the Property, and, thus, do not have a

lawful ownership or a security interest in Plaintiffs Home which is described in detail herein For fraud, Intentional infliction of emotional distress, rescission, declaratory relief based, on violations of T.I.L.A. and R.E.S.P.A., upon the facts and circumstances surrounding Plaintiffs original loan by Leroy Williams that was quit claimed, to JAMES BUCKMAN, Exhibit 332. transaction and subsequent securitization. Defendant's violations of these laws are additional reasons this Court must quiet title in Plaintiffs property and award damages, rescission, declaratory judgment, and injunctive relief as requested below.

**NINETEENTH CAUSE OF ACTION, FLORIDA DECEPTIVE AND
UNFAIR TRADE PRACTICE ACT VIOLATIONS OF FL. STAT. §
501.20491 (2005). 60, , FL. Stat. §§ 501.201, FL. STAT.
§50L202(1) and (2). AND FL. STAT. 501.203 (7). AS TO
DEUTSCHE BANK DEFENDANTS**

Plaintiffs realleges and incorporates all paragraphs as though fully set forth in this' paragraph. The Florida Deceptive and Unfair Trade Practices Act (FDUTPA) provides for a civil cause

of action for "unconscionable acts or practices, and unfair or deceptive acts or practices in the conduct of any trade or commerce." FLA. STAT. § 501.204(91) (2005). 60. This is an action for injunctive and declaratory relief pursuant to the Florida Deceptive and Unfair Trade Practices Act, FL. Stat. §§ 501.201, *et seq.* (hereinafter "the Act") and Chapter 86, FLA. STAT. The provisions of the Act are to be liberally construed to promote the following policies: To simplify, clarify, and modernize the law governing consumer protection, unfair methods of competition, and unconscionable, deceptive, and unfair trade practices; and To protect the consuming public and legitimate business enterprises from those who engage in unfair methods of competition, or unconscionable, deceptive, or unfair acts or practices in the conduct of any trade or commerce. FLA. STAT. § 501.202(1) and (2). At all times relevant hereto, BUCKMAN was used like a Consumer by Deutsche Bank to fraudulently Foreclose and as a "consumer" as defined by FLA. STAT. § 501.203 (7). At all times relevant hereto, these defendants were engaged in "trade or commerce" as defined by FLA. STAT. § 501.203 (8) Either, any, or all of the Defendants in this count created the documents

purportedly transferring the subject mortgage from LANCASTER TO MERS TO DEUSTCHE BANK 2005-2007 and then These defendants violated the Act by engaging in unfair and deceptive acts and practices including, but not limited to: preparing and executing a false and improper Affidavit and fake assignment of Indebtedness by who has no apparent signing authority, with a fake Notary manufacturing documents to create the illusion that Deutsche bank possessed equitable ownership of the subject mortgage despite a complete lack of evidence to support that contention. These defendants knew, or should have known, the AOMs, Affidavit of Indebtedness, along with other documents "created" to give the illusion that the 2007 foreclosure Defendants possessed equitable ownership of the subject promissory note and mortgage and was authorized with invalid and illegal documents created which was performed on Deutsche Bank and Lancaster BANK'S behalf and with each's acceptance and approval when in fact neither was the real party in interest when the claims were filed. These Defendants have violated the act by engaging the following acts of unconscionable conduct, of unfair deceptive practices in the conduct of trade or commerce.

Defendants, claimed and continue to claim ownership as holder of the subject note and mortgage even though they knew this status was based upon falsified documents. Attorneys fees and costs are sought pursuant to Fla. Stat. §501.2105. WHEREFORE, Plaintiffs respectfully request that this Court award damages, and any other just and appropriate relief under the law, including but not limited to, attorneys' fees and costs.

TWENTIETH CAUSE OF ACTION DAMAGES AND DECLARATORY RELIEF PURSUANT TO FANNIE MAE, DEUTSHE BANK AND US BANKS, THE LPS ENTITIES AND SF. IN VIOLATION OF FEDERAL CODE 18 U.S.C. 1962 AND 18 U.S.C. 1964, 18 U.S.C. 1961 (B) SECTION 201, AS TO BRIBING JUDGES

Plaintiff incorporate all paragraphs inclusive, herein, as though set forth herein. In 2007, and continuing, through the present, all Defendants did cooperate jointly and severally in the commission of two (2) or more of the RICO predicate acts that are itemized in the RICO laws at 18 U.S.C. § 1961(1) (A) Bribery of Judges by the Banks in Rico Conspiracy to steal property and (B) Sections 1028 as to Fraud and the stealing of property 18 U.S.C. § 1961(1) (B) Section 1344, Financial Institution Fraud, 18 U.S.C. § 1961(1) (B)

Section 1952, Racketeering 1957 and 18 U.S.C. § 1961(1) (B) Section 1028 Identification Fraud and Fraudulent Documents and did so in Violation of the RICO Code 18 U.S.C. 1962(b) (Prohibited activities). Plaintiff further alleges that Defendants, DADE COUNTY, CLERK OF THE COURTS, DADE COUNTY RECORDS NOTARY'S, ATTORNEYS TITLE INSURANCE FUND, DADE COUNTY SHERIFFS DEPT. AND DEUTSCHE BANK NATIONAL TRUST COMPANY AS TRUSTEE, UNDER THE POOLING AND SERVICING AGREEMENT SERIES RAST 2006-A8 (CSFB) from now seen as (DBN). Along with LANCASTER Mortgage Bank LLC, MERS, INDY MAC BANK, PHONY NOTARY REBECCA GONZALEZ, DADE COUNTY JUDGE MIGUEL DE LA O, JUDGE MONICA GORDO AND JUDGE ALLEN FINE! On their own behalf, and on behalf of the codefendants, in conjunction with and in furtherance of the RICO Conspiracy with all the remaining Defendants, did commit two (2) or more of the offenses itemized above in a manner which they calculated and premeditated intentionally to threaten continuity, i.e. a continuing threat of their respective racketeering activities, also in violation of the RICO law at 18 U.S.C. 1962(b) *supra*. At all times herein, defendants, on their own behalf, and on behalf of the codefendants and each of them. Conspired with remaining Defendants, to interfere with the quiet enjoyment of Plaintiffs home and steal the equity in the Plaintiff's home through the use of sham pleadings, manufactured "evidence" such as fraudulent

AFFIDAVITS, MORTGAGES, ASSIGNMENTS, NOTARYS in a civil court action in order to fraudulently obtain a judgment of foreclosure in the Deutsche Bank Case there is no Warranty Deed signed by the Owners and no Power of Attorney on the Dade County Record as required by Fl. Stat. () for one Owner like James Buckman to sign as Power of Attorney for Alexander Morera. And James Buckman and Maurice Symonette's Affidavits, Exh. (333)(334) say that neither of them attended the Closing and Tanna Carter the ther Owner did not show to the Closing as indicated in the

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CAUSES OF ACTION:

1. RICO CONSPIRACY
2. JUDGES AND OFFICIALS
CONFLICTS OF INTEREST
3. VIOLATION OF FL. STAT. 823.11
AND 705.101
4. BANKRUPTCY VIOLATION.
5. VIOLATION OF THE 14TH
AMENDMENT
6. TURNING OFF ELECTRICAL POWER
TO DISABLED PERSON.
7. CONSPIRING LAWYERS NEVER
BROUGHT IN NOTE
8. VIOLATION OF FL. STAT. 45.031-(8)
PROPERTY SOLD SO LOW IT
SHOCKS THE CONSCIENCE
9. VIOLATION OF FD CPA, 15 U.S.C.
§1692a(3)(5). AND FCCPA FL. STAT.
§559.55
10. VIOLATION OF RESPA 12 U.S.C
2605 (QWR) TILA LAWS
11. ILLEGAL CONSUME COLLECTION
15 U.S.C. §1692a(3), 15 U.S.C.
§1692a(5) AND FL. STAT §559.55

Attorney Title Insurance Companys lawsuit wherein Tanna Carter argued that she did not show up to the Closing to sign the Warranty Deed and Affidavits of Maurice Symonette and James Buckman, Exh. (335) (336). But as a part of the Rico Conspiracy the Clerk of the Court Harvey Ruvin erased the Attorney Title Insurance Co's V. Tanna Carter, James Buckman, Alexander Iorera and Flamingo Title Co. so that you could not see the Objections of the Defendants of that Case saying they didn't go to the Closing and did not owe Lancaster any Money that was kept by Flamingo Title Co. And Attorney Title Insurance Co. Dismissed their charges against those Defendants because Flamingo.

itle Co. gave some Money back to Attorney Title Insurance Co. Exh. (337) who colluded with the Clerk of the Courts to allow the Fraudulent and Forged Warranty Deed (Tanna Carter, Alexander Morera and James Buckman were Forged), and then the Conspirators put the Fraudulent and Forged Warranty Deed onto the record Exh. (338) without a Power of Attorney Exh. (339) and allowed a fraudulent and Forged Mortgage Note onto the Record without the required original Signatures Exh. (340) In Violation of FL. Stat. (). Which was then used by Attorney Titles Insurance Co. The Clerk of the Courts and Deutsche Bank to assign the Fraudulent and Forged Mortgage to MERS in Oct. 20th 2005 with a fake Assignment with no Notary Stamp, Commission Number, Witnesses or preparer, Exh. (341) as required by Fl. Stat. (117.05(3)(a) and then one year and four months later in March 21, 2007 put the Assignment on Record illegally because the Fl. Stat. says that the Assignment must be Recorded within 30 days of the signing of the Assignment this was done in Violation of Fl. Stat. () which makes Void the MERS Assignment. But these Conspirators used the Fake MERS assignment to Assign the Fake unsigned Mortgage to Deutsche Bank in Violation of Fl. Stat. () so therefore Deutsch Bank never had any Standing to Foreclose. S Bank does not have an Allonge Signed by the President,

Vice President or the Executive Director in Violation of Fl. Stat. 692. (3) and (4). And no Secretary can sign an Allonge which is an Assignment to Convey Property Fl. Stat. 692.101 (3) and (4). And yet the Allonge

(Assignment to the Promissory Note) is signed by the Assistant Secretary who has absolutely no right to Sign an Allonge or an Assignment to Convey Property according to Fl. Stat. 692.101 (3) and (4) And the Homecomings Assignment US Bank this is the wrong Bank, Exh.(342) (343). And the Case was Dismissed with Prejudice by Judge Sarah Zabel Exh. (344) and the Docket dated April 6th 2009 Exh (345).and Judge Valerie Manno Schurr who was never Assigned to our Case but was able to insert a Fraudulent Dismissal Without Prejudice with the help of the Conspiring Lawyers and the Clerk of the Court Harvey Ruvin even though Judge Valerie Manno Schurr wasn't the Judge on the Case, a Judge we have never met and a Judge we have never had a Hearing with before but Dismissed the same Case that Judge Sarah Zabel Dismissed with Prejudice and when I Confronted Judge Valerie Manno Schurr with her \$995,000,00 Conflict of Interest, with GMAC, Exh. (346), which is US Bank, Exh.(347). She said she did not sign that Order of Dismissal Without Prejudice and after the taped Hearing she was heard by four Witnesses to say to the Conspiring Lawyers of BlancRome. "Oh my God I don't believe you Lawyers Signed my name on an Order like that" Exh. (348). (four Affidavits). And then two days later Judge Schurr Recused herself off the Case, Exh. (349) which by Law the Case must RETURN AND REVERT BACK TO THE ORIGINAL JUDGE SARA ZABEL'S DISMISSAL WITH PREJUDICE. Exh. (350). NOW THE

PROPERTY WITH THIS NEWLY DISCOVERED EVIDENCE. AND FRAUD. AND RICO CONSPIRACY OF JUDGES BEING PAID (CONFLICT OF INTEREST) BY US BANK TO RULE IN THEIR FAVOR CAN BE REVISITED BECAUSE OF VIOLATION OF FEDERAL RULE 60 (B) (2) (4) (6) AND Fla. R. of Civ. Proc. 1540 (b) (2) STANDING CAN BE QUESTIONED AT ANYTIME FEDERAL RULE 3.1 AND BECAUSE 131 FEDERAL JUDGES WERE CAUGHT WITH CONFLICTS OF INTEREST THE REMEDY PRESCRIBED WAS THAT YOU CAN RESTART YOUR CASE FOR Ex. FEDERAL JUDGE MARCIA COOK ON TH[IS] DEUTSCHE BANK CASE WAS ONE OF THE 131 JUDGES EFFECTING 685 CASES NATIONWIDE CAUGHT IN THE NET OF \$CONFLICT OF INTEREST CASES, GOOGLE THIS (SEE URL: [HTTPS://WWW.WSJ.COM/ARTICLES/131-FEDERAL-JUDGES-BROKE-THE-LAW-BY-HEARING-CASES-WHERE-THEY-HAD-A-FINANCIAL-INTEREST-11632834421](https://www.wsj.com/articles/131-federal-judges-broke-the-law-by-hearing-cases-where-they-had-a-financial-interest-11632834421)). This is total Fraud, MERS and Deutsche Bank and US Bank is breaking all Laws to take our property Because I as Blacks for Trump have been treated bad with BLACK MEGA Discrimination because of me helping Republicans from BUSH, SCOTT TO TRUMP. Newly discovered evidence and fraud, because when we went to the Dade County Records Department because all Mortgage Notes are Required to be Recorded with Original Signatures F.S. 701.02(1)(2)(3) **Exh.**

351. and. We discovered that the Lancaster MORTGAGE NOTE has absolutely no signatures of the so called buyer (Leroy Williams) on Note as Required by F.S. 695.26 (1) (a), which caused me to search the whole record to discover that All Buyer's (Leroy William's) SIGNATURES and INTIALS are all Blacked Out and the blacked out signature as shown on gods2.com #1 showing Dade County Clerk Guetty Jean #217325 behind Clerk's desk behind protective glass . She's on video after red stamping and putting my payment receipt on the Certified so called Leroy Williams showing Mortgage Note on Camera, video shows blacked out initials on Lancaster Note. And two managers of the Clerk's office saying there's no way this Note should have been put on Recorded without the Signature, gods2.com and I recorded this all on docket for Leroy Williams there's no signed Mortgage, Promissory or Prepayment Rider Recorded in Dade County. There is no lost Note count in Deutsche Bank Complaint and MERS is not listed in the Note as Nominee or anything at all, Exh. 352. Which is why they did a Fake Mortgage Assignment which included the Promissory Note as stated on the bottom of the Assigned note from Lancaster Bank to MERS **Exh.353.**, signed by the Vice President of Lancaster (Darlene Perera) the same lady who on the exact same date she signed a fake Allonge to another Bank called Indy Mac Bank, illegal see **Exh. (354) 1-5** you can't sell a Note to two different entities especially on the same date and did not record the assignment until 2007 1

year and 5 months after sale which makes the note void according to F.S. **Exh.355.** Allowing an unsigned Mortgage Note to be Recorded in Florida which is a Felony, F.S. 817.2341 and 775.082, 775.083 and 775.084. And are all forgeries that can almost be seen under the blacked out ink when comparing that signature to the other signatures of the other notes with the correct signature see **the Plaintiffs Lancaster's Recorded Note shows Note has a wrong forged signature that you can see under the blacked out signature, Exh.356.** This is the Correct Leroy William's real signature from the other note from real Recorded Note of Leroy Williams other property. From a real Closings, see **pgs. 16 and 20 of, Exh.357 and 358.** And Flamingo Title Company was sued by Attorney Title Insurance Co. Because of money given but no Note, **Exh. 359, 360, 361,** And no valid Warranty Deed because Alexander Morera was not there and did not sign the Warranty Deed, **Exh.362** One of the owners of the home 1977 ne 119th road Miami 33181; James Buckman was not at the closing, see affidavit **Exh. 363.** and James Buckman did not sign anything as it APPEARED on the fake Warranty Deed, **Exh.364.** See James Buckman's real signature on drivers license, **Exh.365.** Someone illegally signed for James Buchman. See Affidavit from Maurice Symonette another owner saying that he (Maurice) was there at the Angry wiped out non closing and witnessed that James Buckman, Tanner Carter, Alexander Morera nor

did Leroy Williams show up to the closing and the Warranty Deed was not signed, see **Exh.366**. Affidavit from James Buckman stating that he was not at the closing so there was no Legal Warranty filed on the Record! So payments continued to Bank, **Exh.367,368,369**.and then EMC Mortgage Bank EMC. Mortgage co. wrote and said make all payments to INDY MAC BANK, **Exh.370**. And Payments were made on time even six months after Deutsche Bank Foreclosure was started 06/20/2007, **Exh. 371**. See receipts showing payments **06/19/07 to 09/29/07** 4 months after Deutsche Bank foreclosure started **Exh. 372,373,374,375**. And unknown Bank. Deutsche Bank Lis Pen dance date filed with no Due Process Notice to us, see **page 11 of Dade Docket Exh.376**. This filed while Payments were still being made and on TIME, **Exh.377**. And notice the Note blacked out the Loan Number so that you could not check it, **Exh.378**.

THERE IS ABSOLUTELY NO LANCASTER NOTE AT ALL

- A.)** Because Leroy Williams did not go to the Closing and did not sign the Notes to LANCASTER BANK, so then the Note was never
- B.)** Assigned to MERS, **Exh.379**.
- C.)** Assignment must be recorded within **30 days F.S. 494.0075 3. (3)** our

Assignment WAS RECORDED 1 YEAR AND 5 MONTHS AFTER THE SALE/CLOSING, The Assignment conveyed, sold and signed 10/20/05
Recorded 03/21/27, Exh.380.

- D.) Because MERS never got a Legal Assignment from Lancaster Bank because there was no Leroy William's Mortgage Note that existed. So MERS did not Assign the Mortgage Note to Deutsche Bank. Which shows that this EVICTION is ILLEGAL THEFT OF THIS PROPERTY, we actually have no rights to own property, here's more proof.
- E.) If Mortgage Note is not recorded by 1 year the Mortgage Note is void. This Note was never signed and never Recorded with Leroy Williams signature from 10/20/05 until today so Mortgage Note is void . And in violation of F.S. 695.01. and see: **Exh. 381.**
- F.) The Mortgage Note has a space in the right corner of Mortgage Note for the preparer of the Note where the name and post-office address of the
- G.) natural person who prepared the instrument or under whose
- H.) supervision it was prepared are legibly printed, typewritten, or stamped upon such instrument; this Note is void. And in violation of F.S. 695.26.
- (1) (b).F.) And then the Note was Conveyed illegally by Lancaster Bank to Mortgage Electronic Registration Systems (MERS) with no thirty day

or any notice As required by Florida which renders Note unenforceable and void. F.S. 701.02(1)(2)(3). Notice requirement - The borrower must be giving 15-30 days notice before note is sold

I.) or assigned to another entity. (**RESPA Law 12 U.S. CODE § 2605**) the Mortgage Note signed 10/20/05 and the Assignment was on the same day of Sale without required Notice, also in the original fraudulent mortgage note **PAGE 11 number 20** states that the sale of note or change of services the borrow must be given notice according to RESPA law which is 15 to 30 days. But the fraudulent Assignment was signed Oct. 20th 2005, **Exh.382**. the same day as the fraudulent closing, written on the front page of the Mortgage Note, **Exh. 383**. which makes this Assignment void .F.S. 701.02(1)(2)(3) Assignments must be recorded within 30 days according to Florida STATUTE 494.0075. 3(2) (3). This Assignment was recorded two years after sale was illegally signed, **Exh. 384**. this Assignment is totally void.) If Assignment is not recorded by 1 year the Assignment is void according to Florida Statute 695.01. The Assignment was signed and notarized Oct. 20th, 2005, but

J.) was recorded May 21st 2007, one year and 5 months later. **Exh. 385**. But the Judges let BLANK ROME Attorneys use this Void Assignment to Foreclose because they were all colluding (Mclean v. JPMorgan) says you

can't foreclose before you own the Note! The Assignment from MERS to Deutsche Bank is Void because assignment was made after foreclosure started 06/20/07, Exh. 386. and the MERS Assignment to Deutsche Bank was 08/22/07, Exh. 387. and (McLean v. JPMorgan). But the Judges let BLANK ROME Attorneys use this Void Assignment to Foreclose because they were all colluding.

ILLEGAL FAKE NOTARY PUBLIC VOIDS OWNERSHIP ON MORTGAGE NOTE

The Notary on the Mortgage Note is a VOID. The Notary stamp must contain commission or ID number, to identify the person if needed to verify or in court, (Our Mortgage Note for 1977 address has no commission or ID number that's at all Legible to hide their thievery see page 15 of the MORTGAGE Note of Record. in violation of F.S. 117.05 (3)(A) and F.S. 695.26 (1). This Mortgage Note does not have proof of identity of signer as required in violation of F.S. 117.05 #(5) and (5)(a) see Exh. 388. page 2. at middle of the paper. The Notaries name must be printed under their signature, on 1977 Mortgage Note there is no printed name under the Notary Public signature in violation of the fake Assignment to MERS. Is void of see Exh. 389. Page 2. F.S. 695.26 (1) (D) (E). New Jersey

notary stamp rules is the same as Florida rules, the New Jersey notary of 2005 looks totally different from the Fraudulent one on our

Mortgage note, Exh. 390. and 391. The State of New Jersey Notary stamp on our mortgage assignment is a COMELETLY MADE UP FRAUD! Exh. 392. page 2. and is a punishable felony, s.775.082 775.083 or S.715.84.

Fake Notary done by Conspirator Partner REBECCA GONZALEZ ILLEGAL FAKE NOTARY PUBLIC VOIDS OWNERSHIP ON MORTGAGE ASSIGNMENT Must have at least one witness. There is no

with witness on our Mortgage Assignment in violation of, F.S. 117.05 (b)

1.a.b.c.d.e. see Exh.393. page 2. the Assignment is void. The Notary on the Assignment is a fake. The Notary stamp must contain commission or

ID number, to identify the person if needed to verify or in court, (Our Mortgage Note for 1977address has no commission or ID number to hide their thievery in violation of F.S. 117.05 (3)(A) and F.S. 695.26 (1). see

Exh.394. PAGE 2. The name of each person who executed such instrument is legibly printed, type written, or stamped upon such instrument immediately beneath the signature of such person and the post- office

address of each such person is legibly printed, typewritten, or stamped upon such instrument in violation of F.S. 695.01 (1) AND F.S. 695.26 (1)

(a) and F.S. 494. 0075 (5) and F.S. 701.02(1)(2)(3) Exh.395.

NEVER BEHIND ON PAYMENTS

We were making payments to EMC Mortgage see: **Exh.396 - 397**, what was the Alexander Morera Mortgage Note because the buyer Leroy Williams from seller Alexander Morera closing did not happen and then EMC Mortgage Transferred the Note to Indy Mac Bank, **Exh.398**. We made payments to Indy Mac Bank **Exh. 399 - 400**. We were making those payments far after Deutsche Bank filed the no Due Process of Services Notice Foreclosure h up until they got the Default Judgement against us we paid EMC, **Exh. 401 - 402** then the new bank Deutsche bank some how stop taking our on time Payments And refused to take payments from us after they secretly got a j. And now this new Bank who have harassed us, helped sink my boat in my back yard, **Gods2.com #10 A.** and broke into my house and stole from us, see police report **Exh.403**. And now this Fraudulent Deutsche Bank is now Evicting us from the house **Exh.404**. with the help of the Clerk of the Courts. See video of Clerks have allowed unsigned Notes like ours to be illegally recorded and then banks foreclose on u with no Note even if you are paying on time with the help of the judge who without seeing the Note

that is Completely FRAUDULENT. Blacked out signatures from the Dade County Records Dept. WOW Gods2.com at the top of the web site # AA. and AB.. They must be stopped!!!! this EVICTIONIS ILLEGAL AND I JUST TO THE FTC TO PRESIDENT TRUMP'S NEW BANK FRAUD TASK FORCE!!! HISTORY OF THIS FRAUD AND HOW THEY DID IT! The property was quit claimed by owner Alexander Morera over to Tanna Carter, James Buckman and to himself (ALEXANDER MORERA) 10/01/04, **Exh.405.** We had a lease with an option to buy for 14,000.00 a month, **Exh.406.** All. before Lancaster Bank Fraudulently Recorded an unsigned blacked out Mortgage Note **Exh. 407.** And before the so called sale to Leroy Williams, and Alexander Morera, Tanna Carter and James Littlejohn quit claimed it over to James Littlejohn and Leroy Williams 12/06/04, **Exh.408.** Then Leroy Williams quit claimed it solely to James Littlejohn 07/08/06, **Exh.409:** James LittleJohn then Quit claimed it back to himself, Robert Clark and Leroy Williams on 02/05/2008, **Exh.410.** And James Littlejohn, Robert Clark and Leroy Williams quit claimed it to James Littlejohn, **Exh. 411.** lastly James Littlejohn quit it to Maurice Symonette, James Littlejohn and Micahiel Nichloson 01/01/07, . **Exh.412.** There was supposed to be a Sale Closing on the house but Leroy Williams did not show up and Alexander Morera did not show up because he quit

Claimed the property before the so called closing date and could not be found. After arguing. Alexander Morera and Leroy Williams did not sign the Notes and the closing Docs, but somehow the title company or some one kept the money. The Proof of this is Attorney Title Insurance Fund (ATIF) sued Flamingo Title Services Inc. who was supposed to do the closing on the house. ATIF Accused them of keeping the money from the closing that did not happen with Leroy Williams, **Exh 413 - 419**. WHICH WAS SOMEHOW RESOLVED between Flamingo Title and Title Insurance Company, **see Exh. 420. & 421**. On the same day of Oct. 20, 2005, and a letter had came to tell us that they would not be accepting payments from us to our former bank and that it would be going to Indy Mac Bank and we were making the payments to Indy Mac and then three months later Deutsche Bank filed a foreclosure against us that we didn't know they had filed which is no Due Process and then suddenly Deutsche Bank sent a payment money back to us and then told us that they would not be accepting payments from us anymore because they were foreclosing on us but we were paying EMC and Indy Mac Bank and we replied to them to prove their dept. **Exh.422**. We had no idea who Deutsche Bank was and that they were foreclosing on us, we found out Deutsche bank was assigned the note by MERS **Exh.423**. and without

Noticing the buyer as required by RESPA 12 U.S. CODE § 2605 and According to F.S. 701.02(1)(2)(3) and also in the original fraudulent mortgage note **PAGE 11 number 20** which states that the sale of the note or change of servicer the borrow must be given notice according to RESPA law 15 to 30 days Florida Statute MERS got the Note from Lancaster bank but Lancaster never had a closing with Leroy Williams. Notice requirement - The borrower must be giving 15-30 days notice before note is sold or assigned to another entity. (RESPA Law 12 U.S. CODE § 2605), F.S. 701.02 (1) and also in the original fraudulent mortgage note **PAGE 11 number 20** states that the sale of note or change of services the borrow must be given notice according to RESPA law which is 15 to 30 days. But the fraudulent Assignment was signed Oct. 20th 2005, **Exh.424**. the same day as the fraudulent closing, written on the front page of the Mortgage Assignment, **Exh.425**. which makes this Assignment void. (1) No instrument by which the title to real property or any interest therein conveyed, assigned, encumbered, or otherwise disposed of shall be recorded by the clerk of the clerk unless THIS MORTGAGE NOTE IS FRAUD because in #20 OF The mortgage Note it says in accordance with RESPA Disclosure after settlement law they must give buyer 15 days before selling the Note. But they're saying they sold

assigned Note the same day as settlement which voids out Assignment F.S. 701.02(1)(2)(3). THE MORTGAGE NOTE HAS NO SIGNATURES. WHICH IS ALSO DADE COUNTY RECORDS CLERK FRAUD AND DADE COUNTY DOCKET CLERK FRAUD. F.S. 701.04 YOU MUST RECORD ASSIGNMENT WITH 60 DAYS, our Assignment was signed Oct. 20, 2005 but recorded 03/21/07 = Void their is no address or Legal description on the Note. Wherefore Plaintiff seeks relief as accorded by the applicable Statute, including, but not limited to: Statutory Compensatory damages for each separate **violation** according to proof; Exemplary damages for each separate violation based on the net worth of the Defendants on their own behalf, and on behalf of the co-defendants; Declaratory relief, including permanent injunctive relief, prohibiting these defendants, or any of their agents or assigns, from any further breaches of the statute; Reasonable attorney's fees and court costs according to proof, Such other and further relief as the court deems just and proper. Pursuant to §768.72 (2002), SLA. STAT., Plaintiff reserves the right to amend this complaint to add a prayer for punitive damages upon a showing by evidence in the record providing a basis for recovery of such damages.

TWENTIFIRST CAUSE OF ACTION DAMAGES AND DECLARATORY RELIEF PURSUANT TO 18 U.S.C. 1961 18 U.S.C. 1962 AND 18 U.S.C.

relief as accorded by the applicable Statute, including, but not limited to: Statutory Compensatory damages for each separate **violation** according to proof; Exemplary damages for each separate violation based on the net worth of the Defendants on their own behalf, and on behalf of the co-defendants; Declaratory relief, including permanent injunctive relief, prohibiting these defendants, or any of their agents or assigns, from any further breaches of the statute; Reasonable attorney's fees and court costs according to proof, Such other and further relief as the court deems just and proper. Pursuant to §768.72 (2002), SLA. STAT., Plaintiff reserves the right to amend this complaint to add a prayer for punitive damages upon a showing of evidence in the record providing a basis for recovery of such damages. The FDCPA was enacted to protect all consumers from debt collectors who seek to collect debts through illegal In Cans and who engage in unfair or out right thievery and/or deceptive practices during the collection of a debt. Plaintiffs are defending themselves from Deutsche Bank or Lancaster who is Foreclosing on us as "consumers" within the meaning of FDCPA, 15 U.S.C. §1692a(3). These defendants have engaged in collection of "debts" as this phrase is defined by 15 U.S.C. §1692a(5) and Fla. Stat. §559.55 allegedly owed by Plaintiff. Defendants, Deutsche Bank, MERS, Indy Mac & Lancaster who foreclosed upon this fake

Mortgage and Note after a fake default and are "debt collectors". The collection activity foreclosed the fake Mortgage and Note, to collect monies falsely owed pursuant to a fake promissory note including a deficiency judgment. It is Plaintiffs' good faith belief that the Dory Goebel fake Assignment, created by Defendants was created through collusion between defendants Deutsche Bank, MERS, & Lancaster to support the claimed indebtedness and to support that there is "no genuine issue of material fact" in this case as of the date that the Assignment was executed. These Defendants continue to intentionally mislead the court in an effort to unjustly enrich themselves in taking Plaintiff's home when they know, or should have known, at the inception of this suit that Lancaster and/ or its predecessor in fake interest has never owned the note. Defendants' collection activities described herein violate the Florida Consumer Collection Practices Act (Fla. Stat, § 559.72) and the Federal Fair Debt Collection Practices Act (15 U.S.C. § 1692a *et seq.*) in that defendants' were claiming, attempting and threatening to collect and enforce this consumer mortgage debt by foreclosure action where they how or should have known that the right to pursue foreclosure does not exist under the law because: Lancaster did not have standing to pursue the 2007 action and US BANK did not have standing to pursue the 2007 action; Failure

to engage pre-foreclosure settlement discussions with Plaintiff; Defendants' unconscionable, deceptive methods and practices in collecting this loan should preclude them from seeking judicial enforcement of the alleged. The assignment of mortgage from Axiom Bank to US Bank, Exh. (426) came 2 years after the Complaint, Exh. (427) was filed in violation of Mclean v. JP Morgan which says you must own the Note before you can Foreclose! Lancaster post-dated the filling of the 2007 suit and the AOM from Fannie Mae fake Mortgage was never signed Exh.(428), the Note was never signed, Exh. (429) and the Warranty Deed was never signed and 2 However, in the 2007 and the 2010 Lawsuits these Banks alleged that they were the "owner and holder of the subject note and mortgage" in their complaints. As such, Deutsche Bank and US Bank obtained the defaulted mortgage well after the alleged default and is considered "debt collector" under the law. Any denial to the contrary must be supported by strict and convincing evidence. Further, merely labeling oneself as a servicer when, in fact, a large percentage of your business is collecting a debt also qualifies all defendants as "debt collectors" under the law. Further, Plaintiff was subjected to "default" fees and charges including, but not limited to, attorney fees, legal fees, foreclosure Costs, late charges, property inspection fees, title search expenses, filing fees, broker price opinions,

appraisal fees, forced placed insurance, and other charges and advances, and predatory lending fees and charges all of which are not authorized by or in conformity with the terms of the subject note and mortgage. For statute of limitations purpose it was impossible for Plaintiffs to prove the conduct herein until April, 2007 when these Banks and LPS entered into consent orders regarding the specific misconduct in this case. Specifically document "creation" by individuals lacking authority and specific knowledge about the documents, such as the Docs. that were executed and presented to the Courts all in furtherance of the defendants' illegal scheme to divest Plaintiff of his Property. These acts as well as the prosecution of this case are wrongful, intentional, reckless, willful and wanton, negligent, deceptive, and predatory. Defendants knew they should not falsify documents particularly sworn documents meant to prove a material fact such as AOIs and AOMs. These perjured documents violate 15 U.S.C. § 1602e(10) and 15 U.S.C. § 1692f. 81, As a result of the aforesaid FDCPA and FCRA violations, Plaintiff has been subjected to false and illegal collection activities, and has therefore been harmed due to the slander to her credit and emotional/physical health issues proximately caused by these defendants. Plaintiff has retained counsel and is entitled to

**1964 AS TO FANNIE MAE, US BANK, DEUTSCHE BANK LPS
ENTITIES THE JUDGES CLERKS AND THE LAWYERS**

Plaintiff incorporate all paragraphs inclusive, herein, as though set forth herein. In 2007, and continuing, through the present, all Defendants did cooperate jointly and severally in the commission of two (2) or more of the RICO predicate acts that are itemized in the RICO laws at 18 U.S.C. §§ 1961(1)(A) and (B), and did so in violation of the RICO law at 18 U.S.C. 1962(b) (Prohibited activities). Plaintiff further alleges that Defendants on their own behalf, and on behalf of the co- defendants, in conjunction with and in furtherance of the conspiracy with all the remaining Defendants, did commit two (2), or more of the offenses itemized above in a manner which they calculated and premeditated intentionally to threaten continuity, i.e. a continuing threat of their respective racketeering activities, also in violation of the RICO law at 18 U.S.C. 1962(b) *supra*. At all times herein, defendants, on their own behalf, and on behalf of the co- defendants, and each of them, conspired with remaining defendants, to interfere with the quiet enjoyment of Plaintiffs home; steal the equity in the Plaintiffs home through the use of sham pleadings, manufactured "evidence" such as fraudulent affidavits in a civil court action in order to fraudulently obtain a judgment of foreclosure, Wherefore Plaintiff seeks

reimbursement of her costs and attorneys fees pursuant to 15 U.S.C. §1692lc(3) and Fla. Stat. §559.77.

AS TO ALL DEFENDANTS

WHEREFORE Plaintiff prays that this honorable Court award her damages for the claims set forth herein including litigation fees and costs. On April 23, 2007, and continuing, through the present, all Defendants did cooperate jointly and severally in the commission of two (2) or more of the RICO predicate acts that are itemized in the RICO laws at 18 U.S.C. §§ 1961(1)(A) and (B), and did so in violation of the RICO law at 18 U.S.C. 1962(b) (Prohibited activities). Plaintiff further alleges that Defendants, the LPS entities, SF on their own behalf, and on behalf of the co-defendants, in conjunction with and in furtherance of the conspiracy with all the remaining Defendants, did commit two (2) or more of the offenses itemized above in a manner which they calculated and threat of premeditated intentionally to threaten continuity, i.e. a continuing their respective racketeering activities, also in violation of the RICO law at 18 U.S.C. 1962(b) *supra*. At all times herein, defendants, on their own behalf, and on behalf of the co-defendants, and each of them, conspired with remaining defendants, to interfere with the quiet enjoyment of Plaintiffs

home; steal the equity in the Plaintiffs home through the use of sham pleadings, manufactured "evidence" such as fraudulent affidavits in a civil court action in order to fraudulently obtain a judgment of foreclosure, Wherefore Plaintiff seeks relief as accorded by the applicable Statute, including, but not limited to: Statutory Compensatory damages for each separate **violation** according to proof; Exemplary damages for each separate violation based on the net worth of the Defendants on their own behalf, and on behalf of the co-defendants; Declaratory relief, including permanent injunctive relief, prohibiting these defendants, or any of their agents or assigns, from any further breaches of the statute; Reasonable attorney's fees and court costs according to proof, Such other and further relief as the court deems just and proper. Pursuant to §768.72 (2002), SLA. STAT., Plaintiff reserves the right to amend this complaint to add a prayer for punitive damages upon a showing of evidence in the record providing a basis for recovery of such damages. Plaintiff will have no other Plain, speedy or adequate remedy than the injunctive relief prayed for below is necessary' and appropriate' at this time to prevent irreparable loss to plaintiff. Plaintiff has suffered and will continue to suffer in the future unless defendants wrongful conduct is restrained and enjoined because real property is inherently unique it will be impossible for Plaintiff to determine

the precise amount of damage it will suffer. **MEMORANDUM OF LAW**

The Defendants maintains timely Constitutional due process civil rights for Florida Rule 2.160 (H) and Federal Rule 60 Relief to close this case with the original Dismissal with Prejudice in our Defendants favor with requirement of Valerie Schurr Recusal based on exposed financial conflicts of interests Fla. Stat.112.312 (8)(9). Rule 2.160 (H) and FRCP Rule 60, relief from Judgment Or Order and to Vacate Order. There is to be no conflict of interest with the Judge and the Plaintiff against DEFENDANTS. LIKE 3. Fraud. whether previously called intrinsic or extrinsic, misrepresentation or misconduct by an Opposing party A Judge is expected to Recuse herself according to Fla. Code Jud. Conduct, Canon 3E (1), Fla. Rule 2.160 (A) (H), Fla. Statute 112.312 (8) and pursuant to 28 U.S.C. § 455 Under § 455(a), Recusal is mandatory in "any proceeding in which Judge's impartiality might reasonably be questioned." Under Fla. Code Jud. Conduct, Canon 3E (1) and § 455(b), a judge is expected to disqualify herself whenever any of the five statutorily prescribed criteria can be shown to exist in fact; even if no motion or affidavit seeking such relief has been filed, and regardless of whether a reasonable person would question the

judge's impartiality. Fla. Code Jud. Conduct, Canon 3E(1), Fla. Rule 2.160 (A) (H), Fla. Statute 112.312 (8) and Section 455(b) he shall also disqualify himself in the following circumstances. REQUIRED RELIEF Pursuant to Fla. Code Jud. Conduct, Canon 348 (1), Fla. Rule 2.160 (A) (H), Fla. Statute 112.312 (8) and Federal Rules of Civil Procedure Rule 60, Plaintiff requires Relief from the June. Final judgment Order Exh. (430). based upon the stated facts, just terms, cited misconduct, Rule 60 grounds and newly discovered banking real estate fraud by court officers. Said Reopening Relief would require the vacating of his order and Recusal of Judge Valerie Schurr from this and any future related U.S. BANK banking real estate cases in this District. The Dismissal Order Relief also requires that all parties be reinstated to their prior positions in this action (Dismissal with Prejudice) requiring Clerk issuance of Summons upon the Defendants and allow the filing of a Motion to dismiss the Final Judgment for cause, grounds and reasons stated herein filed.

**TWENTISECOND CAUSE OF ACTION VIOLATION OF THE 1958
FOREIGNS AGENTS REGISTRATION ACT F.A.R.A. FEDERAL
RESERVE FOREIGN BANKING LAWS**

In the 1958 Federal Reserve Board ruling "Bank Holding Companies", (i.e. U.S. Bank and Wells Fargo), and National Banking U.S. Bank is owned by China through the China Investment Corporation, Exh. 172-175 Regulated by FARA and can't Foreclose in State Court only in Federal Court Associations, are not permitted to invest in, nor own a "mortgage company" that deals directly with the general public. Additionally, the Board clarified that "banking activities—such as receiving deposits, paying checks, extending credit, conducting a "trust department", finding investors to purchase mortgage loans from the bank and seeking to have such investors contract with the bank for the servicing of such loans and the like, are financial in nature, restricted to member bank "branch banking" 12 U.S.C. 615, outside the United States. Permissible activities for "loan servicers" other than member bank transaction are "auditing, appraising, investment counseling" and

"advertising, public relations, developing new business, organization, operations, preparing tax returns, and personnel," subject to 12 U.S.C. 1843, outside the united states.

SOURCE

12 C.F.R. § 225.122 Bank holding company ownership of mortgage companies...[].. "The two exceptions principally involved in the question presented are with respect to (1) stock that is eligible for investment by a national bank (section 4(c)(5) of the Act) and (2) shares of a company "furnishing services to or "performing services" for such bank holding company or its banking subsidiaries" (section 4(c)(1)(C) of the Act)....[].. There is no specific statutory provision authorizing a national bank to purchase stock in a "mortgage company", and in the Board's view such purchase may "not" properly be regarded as authorized under the "incidental powers" clause....[].. The basic purpose of section 4 of the Act is to confine a bank holding company's activities to the "management" and "control" of banks....[].. the Board has concluded that the appropriate test for determining whether a mortgage company may be considered as within the servicing exemption is whether the company

will perform as principal any "banking activities"—such as receiving deposits, paying checks, extending credit, conducting a "trust department", and the like. In other words, if the mortgage company is to act merely as an adjunct to a bank for the purpose of facilitating the "banks operations", the company may appropriately be considered as within the scope of the servicing exemption....[]. On the other hand, in the Board's view, a bank holding company may not acquire, on the basis of the servicing exemption, a mortgage company whose functions include such activities as extending credit for its own account, arranging interim financing, entering into mortgage service contracts on a fee basis, or otherwise performing functions other than solely on behalf of a bank....[]. The 1933 enactment of 12 U.S.C. 335, 12 U.S.C. 371d, prohibit any "financial transaction," or investment, other than a "member bank transaction." Subject: No jurisdiction .. No investment in "private residential real property" in the United States, 12 C.F.R. 1500, no deposit taking from an American citizen, 12 U.S.C. 378, 12 U.S.C. 1862, 12 U.S.C. 3102, no foreclosure of "private residential real property" in the United States, 12 C.F.R. 225.28, no "liens" on real property in the United States 12 C.F.R. 211.4, no banking in the United States Public Law 89-485

section 3, no real estate loans in the United States, Public law 89-485
 section 6(h), 12 U.S.C 29, 12 U.S.C. 375 b. no branching in the United
 States 12 U.S.C. 36, extension of credit has to be secured by a collateral
 deposit of 100% in cash 12 C.F.R. 215, no home loans to individuals HOLA
 of 1933, no securities or hedge fund investment in the United States 12
 U.S.C. 1850, no credit intermediaries in the United States 12 C.F.R.
 225.28, no bank holding companies in the United States, 12 U.S.C. 1843,
 no savings and loan associations in the United States 12 C.F.R. 225.28, no
 student loans from an Industrial Loan company, (Sallie Mae), 12 C.F.R.
 225.28, no housing loans in the United States, 12 U.S.C. 1432b, no
 evictions from private residential real property in the United
 States under HUD, (Overseas Private Investment Corporation) 22 U.S.C.
 2183, no state court proceedings 12 U.S.C. 632, the real party of interest
 is the Bank for International Settlement, Rothschild owned 12 U.S.C.
 3105; 12 CFR Part 1500 – MERCHANT BANKING INVESTMENTS- Authority:
 12 U.S.C. 1843(k). All attorneys working for US Bank must have a
 foreign agents License which is what we are requesting right now
 (foreign agent License F.A.R.A.) from their Attorneys. U.S. Bank, the CIC
 and their Attorneys are breaking all the law especially against our